www.centerusd.k12.ca.us

Students will realize their dreams by developing communication skills, reasoning, integrity, and motivation through academic excellence, a wellrounded education, and being active citizens of our diverse community.

BOARD OF TRUSTEES REGULAR MEETING

Oak Hill Elementary School - Multipurpose Room 3909 North Loop Blvd., Antelope, CA 95843

Wednesday, January 19, 2011 - 6:00 p.m. REVISED AGENDA

STATUS

I. CALL TO ORDER & ROLL CALL - 5:00 p.m.

II. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

- 1. Student Expulsions/Readmissions (G.C. §54962)
- 2. Conference with Labor Negotiator, George Tigner, Re: CUTA and CSEA
- III. PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION
- IV. CLOSED SESSION 5:00 p.m.
- V. OPEN SESSION CALL TO ORDER 6:00 p.m.
- VI. FLAG SALUTE
- VII. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION Info/Action
- VIII. ADOPTION OF AGENDA

Action

A STUDENT PRESENTATION: The Wilson C. Riles Band, under the direction of Dave Myers, will be performing for us. There may also be a performance from students in the guitar class.

IX. STUDENT BOARD REPRESENTATIVE REPORTS (3 minutes each)

- 1. Center High School Anthony Mendoza
- 2. McClellan High School Que Shawn Horton
- 3. Antelope View Charter School Raymond Houston
- 4. Global Youth Charter School Oscar Gonzalez

Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Superintendent's Office at (916) 338-6409 at least 48 hours before the scheduled Board meeting. [Government Code §54954.2] [Americans with Disabilities Act of 1990, §202.]

NOTICE: The agenda packet and supporting materials, including materials distributed less than 72 hours prior to the scheduled meeting, can be viewed at Center Joint Unified School District, Superintendent's Office, located at 8408 Watt Avenue, Antelope, CA. For more information please call 916-338-6409.

Info

Х.	ORG 1. 2.	ANIZATION REPORTS (3 minutes each) CUTA - Heather Woods, President CSEA - Marie Huggins, President	Info
XI. Curriculum J Facilities & Op.	1. 2. 3. 4.	ORTS/PRESENTATIONS (8 minutes each) Williams Uniform Complaint Quarterly Reporting - George Tigner Graduation Requirements - George Tigner Twin Rivers Police Update - Lieutenant Spano and Officer Kelly Bond Oversight Committee Annual Report - Craig Deason	Info
Business ↓	5. 6.	Audit Report for Fiscal Year 2009/2010 - Jeanne Bess State Budget Update & Budget Committee Update - Jeanne Bess	
XII.		MENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON AGENDA	Public Comments
	jurisdic this ag limited	e may address the Board regarding any item that is within the Board's subject matter ction. However, the Board <u>may not</u> discuss or take action on any item which is not on genda except as authorized by Government Code Section 5495.2. A speaker shall be to 3 minutes (Board Policy 9323).All public comments on items listed on this a will be heard at the time the Board is discussing that item.	Invited
XIII.	BOA	RD / SUPERINTENDENT REPORTS (10 minutes)	Info
XIV.	NOTE. memb	SENT AGENDA (5 minutes) : The Board will be asked to approve all of the following items by a single vote, unless a er of the Board asks that an item be removed from the consent agenda and considered sed separately.	
Governance	1.	Approve Adoption of Minutes from December 15, 2010 Regular Meeti	ng
Ļ	2.	Approve Adoption of Minutes from January 5, 2011 Special Meeting	•
Personnel	3.	Approve Certificated Personnel Transactions	
Curriculum	4.	Approve 2010/2011 Individual Service Agreements 2010/11-119 Aldar Academy 2010/11-120 Guiding Hands 2010/11-121 BECA	
ł	5.	Approve Field Trip: 6 th Grade students to Alliance Redwoods Education for Science Camp - Riles	
1	6.	Approve Field Trip: Hispanic Heritage Awards Competition in Washing - CHS	gton D.C.
1	7.	Approve Single Plan for Student Achievement - CHS	
1	8.	Approve Single Plan for Student Achievement - Oak Hill	
Facilities & Op.		Approve 2010-2011 Safe School and Emergency Preparedness Plan	
ł	10. 11.	Approve 2010-2011 Safe School and Emergency Preparedness Plan Approve Resolution #4/2010-11: Authorization by the Board of Center Unified School District for Submittal of Application to CalRecycle for Derived Product (TDP) Grant	r Joint
1	12.	Approve Landowners' Payment Agreements (Sierra Vista)	
ł	13.	Approve Northwest Capital Recovery Group No-Risk Agreement	
Business	14.	Approve Payroll Orders: July - December 2010	
Ţ	15.	Approve Supplemental Agenda (Vendor Warrants)	
XV.		RMATION ITEMS	Info
Personnel	1.	CSEA 2010/2011 Sunshine Proposal Articles: Article XIX - Wages, increase COLA with availability of funds Article XX - Health & Welfare Benefits, increase District portion Article VI - Hours, Breaks and Lunches New Article - Professional Growth	

Curriculum	2.	Training: "Sacramento County Office of Education Administra Program: - S. Jackson (WCR)	tor Training
XVI.	ADV a.	ANCE PLANNING Future Meeting Dates:	Info
		i. Workshop: Wednesday, February 2, 2011 @ 5:00 p.m ii. Regular Meeting: Wednesday, February 16, 2011 @ 6 Elementary School MultiPurpose Room	
	b.	Suggested Agenda Items:	
XVII.	CON	ITINUATION OF CLOSED SESSION (Item IV)	Action
XVIII.	ADJ	OURNMENT	Action

Agenda Item Number XI- 1

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Instructional Services

Date: January 19, 2011

To: Board of Trustees

Action Item

Information Item_X

Attached Pages 2

From: George Tigner, Chief Admin. Officer Initials: <u>G.T.</u>

SUBJECT: Williams Uniform Complaint Quarterly Reporting

As a result of the Williams legislation, all school districts in California are required to report quarterly summaries of all received Williams legislation complaints to the district's governing board. Once the item is reported to the Board, a summary is then forwarded to the district's county office of education.

Below is a summary of our Williams UCP complaints and will serve as our documentation to meet the reporting requirements of the Williams lawsuit. The attached data will be submitted to SCOE through an online process.

RECOMMENDATION: Informational Item

Agenda Item Number XI- 1

CENTER JOINT UNIFIED SCHOOL DISTRICT SUMMARY OF WILLIAMS UCP COMPLAINTS-

July 2010 to September 2010

Areas of Complaints	# of Complaints	# Resolved	# Unresolved
Sufficiency Of Textbooks	0	0	0
Facilities Issues	0	0	0
Vacancy or Misassignment of	0	0	0
Teachers			
CAHSEE	0	0	0

CENTER JOINT UNIFIED SCHOOL DISTRICT SUMMARY OF WILLIAMS UCP COMPLAINTS-

October 2010 to December 2010

Areas of Complaints	# of Complaints	# Resolved	# Unresolved
Sufficiency Of Textbooks	0	0	0
Facilities Issues	0	0	0
Vacancy or Misassignment of	0	0	0
Teachers			
CAHSEE	0	0	0

AGENDA ITEM # X1-2

Center Joint Unified School District					
Dept./Site:	C&I	AGENDA REQUEST FOR:			
Date:	January 19, 2011	Action Item			
То:	Board of Trustees	Information Item <u>X</u>			
From:	George Tigner Chief Administrative Office	# Attached Pages			
SUBJECT:	GRADUATION REC	QUIREMENTS			
George Tigner, Chief Administrative Officer, will present and discuss report regarding modifying District graduation requirements.					
RECOMM	ENDATION:				
	А	GENDA ITEM # XI-2			

AGENDA ITEM # X1-3

Center Joint Unified School District

Dept./Site: **Superintendent's Office** AGENDA REQUEST FOR:

Action Item

To: **Board of Trustees**

Date: January 19, 2011

Scott A. Loehr, Superintendent From: **Principal/Administrator Initials:**

Information Item <u>X</u>

Attached Pages _____

SUBJECT: Twin Rivers Police Update

Lieutenant Spanos and Officer Kelly will be providing an update on police services.

RECOMMENDATION: Information item.



AGENDA ITEM # ______

Cente	r Joint Unified Schoo	ol District
		AGENDA REQUEST FOR:
Dept./Site:	Facilities & Operations Department	nt
То:	Board of Trustees	Action Item
Date:	January 19, 2011	Information Item

Craig Deason, Assist. Supt. From:

Information Item X # Attached Pages ____

Assist. Supt. Initials: <u>C</u>D

SUBJECT:
Bond Oversight Committee Annual Report
The Bond Oversight Committee, established January of 2009, will present their annual report at the January Board meeting.
A copy of the annual report from the Bond Oversight Committee is attached. The report provides an overview of the committee, as well as its responsibilities, actions, and membership.





Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Business Department

Date: 01/19/10

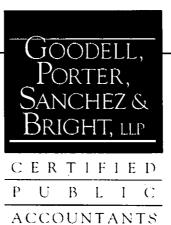
To: Board of Trustees

From: Jeanne Bess Director of Fiscal Services Action Item

Information Item X

Attached Page

SUBJECT: Audit Report for Fiscal Year 2009/10 The audit report for fiscal year 2009/10 will be presented. The audit was completed by Goodell, Porter, Sanchez & Bright, LLP.



~. 75 H. Ek.

December 2, 2010

To The Board of Trustees Center Joint Unified School District 8408 Watt Avenue Antelope, CA 95843

We have audited the financial statements of Center Joint Unified School District for the year ended June 30, 2010, and have issued our report thereon dated December 2, 2010. Professional standards require that we provide you with information related to our audit.

Our Responsibilities Under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated March 22, 2010, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are presented in conformity with all accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your responsibilities.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2009-2010. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. We evaluated the key factors and assumptions used to develop the estimates identified in the footnote disclosures in determining that they are reasonable in relation to the financial statements taken as a whole. Center Joint Unified School District Page Two December 2, 2010

The most sensitive estimate affecting the District's financial statements was:

Management's estimate of the annual required contribution for other post-employment benefits based on an actuarial's calculation. We evaluated the key factors and assumptions used to develop the annual required contribution and determined that it is reasonable.

The disclosures in the financial statements are neutral, consistent, and clear. Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements are Note 1 – Significant Accounting Policies, Note 10 - Other Long-Term Debt, Note 16 - Negative Ending Fund Balance and Note 17 - Restatement of Net Assets.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has been provided with all such misstatements. None of the misstatements detected as a result of audit procedures were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representation

We have requested certain representations from management that are included in the management representation letter dated December 2, 2010.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that

Center Joint Unified School District Page Three December 2, 2010

Other Audit Findings or Issues

.

The Capital Facilities Fund continues to carry a deficit fund balance. The deficit increased \$8,395 to \$1,310,751 during 2009-2010 due to interest paid by the District for deficit cash in County Treasury. The balance is expected to be corrected in the future from developer fees on planned development.

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District's auditor. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of Board of Trustees and management of Center Joint Unified School District and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

GOODELL, PORTER, SANCHEZ & BRIGHT, LLP

Vinagina Poter

Virginia Porter Certified Public Accountant

VP:jn

CENTER JOINT UNIFIED SCHOOL DISTRICT COUNTY OF SACRAMENTO ANTELOPE, CALIFORNIA

ANNUAL FINANCIAL REPORT

JUNE 30, 2010

JUNE 30, 2010

TABLE OF CONTENTS

FINANCIAL SECTION	<u>Page</u>
Independent Auditor's Report	1
Management's Discussion and Analysis	3
Basic Financial Statements:	
Government-wide Financial Statements:	
Statement of Net Assets	13
Statement of Activities	14
Fund Financial Statements:	
Balance Sheet - Governmental Funds	15
Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Assets	16
Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds	17
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	18
Statement of Net Assets - Fiduciary Funds	19
Notes to Financial Statements	20
REQUIRED SUPPLEMENTARY INFORMATION	
Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget (Non-GAAP) and Actual - General Fund	47
Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget (Non-GAAP) and Actual - Deferred Maintenance Fund	48
Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget (Non-GAAP) and Actual - Special Reserve Fund for Other than Capital Outlay Projects	49
- • •	-

JUNE 30, 2010

TABLE OF	CONTENTS

	Page
SUPPLEMENTARY INFORMATION SECTION	<u>1 ~ 6 ~</u>
Organization/Governing Board/Administration	51
Schedule of Average Daily Attendance	52
Schedule of Instructional Time	53
Schedule of Charter Schools	54
Schedule of Expenditures of Federal Awards	55
Reconciliation of Unaudited Actuals Financial Report with Audited Financial Statements	56
Schedule of Financial Trends and Analysis	57
Combining Statements - Non-Major Governmental Funds:	
Combining Balance Sheet	58
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances	59
Combining Statement of Changes in Assets and Liabilities Agency Fund	60
Notes to Supplementary Information	61
OTHER INDEPENDENT AUDITOR'S REPORT SECTION	
Report on State Compliance	62
Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	64
Independent Auditor's Report on Compliance with Requirements that could have a Direct and Material Effect on each Major Program and on Internal Control over Compliance in Accordance with OMB Circular A-133	66

JUNE 30, 2010

TABLE OF CONTENTS

<u>Page</u>

FINDINGS AND QUESTIONED COSTS SECTION

Schedule of Audit Findings and Questioned Costs	68
Section I - Summary of Auditor's Results	68
Section II - Financial Statement Findings	69
Section III - Federal Award Findings and Questioned Costs	71
Section IV - State Award Findings and Questioned Costs	71
Summary Schedule Of Prior Year Audit Findings	72

FINANCIAL SECTION



JOHN L GOODELL, CPA VIRGINIA K. PORTER, CPA BEVERLY A SANCHEZ, CPA SUZY H. BRIGHT, CPA RICHARD J. GOODELL, CPA

INDEPENDENT AUDITOR'S REPORT ON FINANCIAL STATEMENTS

Board of Trustees Center Joint Unified School District Antelope, California

We have audited the accompanying financial statements of the governmental activities, each major fund and the aggregate remaining fund information of the Center Joint Unified School District as of and for the year ended June 30, 2010, which collectively comprise the District's basic financial statements, as listed in the table of contents. These financial statements are the responsibility of the District's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the provisions of *California Code of Regulations* Title 5 Education, Section 19810, and following. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund and the aggregate remaining fund information of the Center Joint Unified School District as of June 30, 2010 and the respective changes in financial position for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated December 6, 2010, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal controls over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal controls over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered assessing the results of our audit.

Board of Trustees Center Joint Unified School District Page Two

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the budgetary comparison information on pages 3 through 12 and 47 through 49 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Center Joint Unified School District's financial statements as a whole. The accompanying statistical schedules and combining non-major fund financial statements are presented for purposes of additional analysis and are not a required part of the financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and is also not a required part of the financial statements of Center Joint Unified School District. The statistical schedules, the schedule of expenditures of federal awards and the combining non-major fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Hodell, Porter, SANCHEZ & BRIGHT, LLP **Certified Public Accountants**

December 6, 2010

MANAGEMENT 'S DISCUSSION AND ANALYSIS

JUNE 30, 2010

The discussion and analysis of Center Joint Unified School District's financial performance provides an overall review of the District's financial activities for the fiscal year ended June 30, 2010. The intent of this discussion and analysis is to look at the District's financial performance as a whole. To provide a complete understanding of the District's financial performance, please read it in conjunction with the Independent Auditor's Report on page 1, notes to the basic financial statements and the District's financial statements, as listed in the table of contents.

The Management's Discussion and Analysis (MD&A) is an element of the reporting model adopted by the Governmental Accounting Standards Board (GASB) in their Statement No. 34 Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments issued June 1999.

FINANCIAL HIGHLIGHTS

- The District's financial status declined over the past year. Total net assets decreased by 26%. this can be attributed mainly to the expenditure of one time monies received in 2008-2009 and spent in 2009-2010.
- Total government-wide general revenue for the 2009-2010 fiscal year was \$41.7 million, a decrease from 2008-2009. Program, or categorical, revenues totaled \$9.6 million in 2009-2010 compared to \$12.6 million in 2008-2009. General revenues decreased 13.8% and program revenues decreased 23%. Government-wide expenditures totaled \$50 million in 2009-2010 and \$51 million in 2008-2009, including depreciation expense. This decrease was reflective of the decreased expenditures in nearly all areas, including utilities.
- In complying with GASB 34, capital fixed assets were valued at historical cost. The total of the District's capital assets, land, site, buildings, and equipment, valued on an acquisition cost basis, was \$119 million. After depreciation, the June 30, 2010, book value for capital assets totaled \$81 million. See Table 3 later in this discussion. Capital assets, net of related debt, total \$40.9 million.
- The District presently has \$20.5 million of work in progress. Facility projects include the \$12.9 million Center High School stadium construction, the \$2.2 million Arthur Dudley Elementary School modernization, and the \$2.1 million Cyril Spinelli Elementary School modernization.

MANAGEMENT 'S DISCUSSION AND ANALYSIS

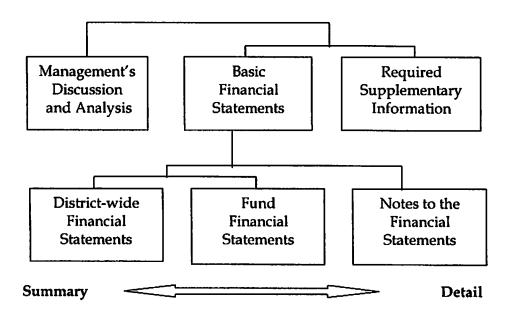
JUNE 30, 2010

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of three parts – management's discussion and analysis (this section), the basic financial statements, and required supplementary information. These statements are organized so the reader can understand the Center Joint Unified School District as a financial whole, an entire operating entity. The statements then proceed to provide an increasingly detailed look at specific financial activities.

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Components of the Financial Section



The first two statements are *district-wide financial statements*, the Statement of Net Assets and Statement of Activities. These statements provide information about the activities of the whole School District, presenting both an aggregate view of the District's finances and a longer-term view of those finances. Fund financial statements provide the next level of detail. For governmental funds, these statements tell how services were financed in the short-term as well as what remains for future spending. The fund financial statements also look at the School District's more significant funds with all other non-major funds presented in total in one column. A comparison of the District's General Fund, Deferred Maintenance Fund and Special Reserve Fund for Other than Capital Outlay Projects budgets are included.

MANAGEMENT 'S DISCUSSION AND ANALYSIS

JUNE 30, 2010

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Components of the Financial Section (Concluded)

The financial statements also include notes that explain some of the information in the statements and provide more detailed data. The statements are followed by a section of required supplementary information that further explains and supports the financial statements.

Reporting the School District as a Whole

Statement of Net Assets and the Statement of Activities

These two statements provide information about the District as a whole using accounting methods similar to those used by private-sector companies. The statement of net assets includes all of the District's assets and liabilities using the accrual basis of accounting. This basis of accounting takes into account all of the current year's revenues and expenses regardless of when cash is received or paid. These statements report information on the district as a whole and its activities in a way that helps answer the question, "How did we do financially during 2009-10?"

These two statements report the District's net assets and changes in those assets. This change in net assets is important because it tells the reader that, for the District as a whole, the financial position of the District has improved or diminished. The causes of this change may be the result of many factors, some financial, some not. Over time, the increases or decreases in the District's net assets, as reported in the Statement of Activities, are one indicator of whether its financial health is improving or deteriorating. The relationship between revenues and expenses indicates the District's operating results. However, the District's goal is to provide services to our students, not to generate profits as commercial entities. One must consider many other non-financial factors, such as the quality of education provided and the safety of the schools to assess the overall health of the District.

- Increases or decreases in the net assets of the District over time are indications of whether its financial position is improving or deteriorating, respectively.
- Additional non-financial factors such as condition of school buildings and other facilities, and changes to the property tax base of the District need to be considered in assessing the overall health of the District.

MANAGEMENT 'S DISCUSSION AND ANALYSIS

JUNE 30, 2010

OVERVIEW OF THE FINANCIAL STATEMENTS (CONCLUDED)

Reporting the District's Most Significant Funds

Fund Financial Statements

The fund financial statements provide more detailed information about the District's most significant funds – not the District as a whole. Funds are accounting devices the District uses to keep track of specific sources of funding and spending on particular programs. Some funds are required to be established by State law. However, the District establishes other funds to control and manage money for specific purposes.

Governmental Funds

Most of the District's activities are reported in governmental funds. The major governmental funds of the District are the General Fund, Deferred Maintenance Fund, Special Reserve Fund for Other Than Capital Outlay Projects, Building Fund and the Bond Interest and Redemption Fund. Governmental funds focus on how money flows into and out of the funds and the balances that remain at the end of the year. They are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the District's operations and services that help determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs.

• Fiduciary Funds

The District is the trustee, or fiduciary, for its student activity funds. All of the District's fiduciary activities are reported in separate Statements of Fiduciary Net Assets. We exclude these activities from the District's other financial statements because the District cannot use these assets to finance its operations. The District is responsible for ensuring that the assets reported in these funds are used for their intended purposes.

MANAGEMENT 'S DISCUSSION AND ANALYSIS

JUNE 30, 2010

FINANCIAL ANALYSIS OF THE GOVERNMENT-WIDE STATEMENTS

The School District as a Whole

The District's net assets were \$23.9 million at June 30, 2010. The unrestricted deficit is \$19.2 million. Investments in capital assets, net of related debt, account for \$41 million of the total net assets. A comparative analysis of government-wide data is presented in Table 1.

	, Governmental Activities			
		2010		(Restated) 2009
Assets				
Cash and investments	\$	8,648,077	\$	17,040,291
Receivables		7,513,295		6,848,434
Prepaid expenses		788,586		767,975
Stores inventories		61,682		45,932
Capital assets		81,126,515		75,318,523
Total assets	\$	98,138,155	\$	100,021,155
Liabilities				
Deficit cash balance	\$	1,697,928	\$	0
Accounts payable and other current liabilities		3,990,188		1,964,293
Deferred revenue		419,000		292,060
Long-term liabilities		68,089,208		65,672,488
Total liabilities	\$	74,196,324	\$	67,928,841
Net Assets				
Invested in capital assets, net of related debt	\$	40,909,624	\$	41,976,329
Restricted		2,306,874		1,665,045
Unrestricted		(19,274,667)		(11,549,060)
Total net assets	\$	23,941,831	\$	32,092,314

(Table 1) Comparative Statement of Net Assets

MANAGEMENT 'S DISCUSSION AND ANALYSIS

JUNE 30, 2010

FINANCIAL ANALYSIS OF THE GOVERNMENT-WIDE STATEMENTS (CONTINUED)

The District's net asset position decreased \$8.1 million this fiscal year (See Table 2). The District's expenses for instructional and pupil services represented 73% of total expenses. The purely administrative activities of the District accounted for just 5% of total costs. The remaining 22% was spent in the areas of plant services and other expenses, interest on long-term debt and other outgo. (See Figure 2).

	Governmental Activities				
		2010		2009	
Revenues					
Program revenues	\$	9,694,943	\$	12,583,436	
General revenues					
Taxes levied for general purposes		6,052,890		6,917,434	
Taxes levied for other specific purpose		62		14	
Taxes levied for debt service		1,720,801		1,600,062	
Federal and State Aid not restricted to specific purposes		23,662,245		27,856,491	
Interest and investment earnings		170,054		388,878	
Miscellaneous		427,282		417,839	
Total revenues		41,728,277		49,764,154	
Expenses					
Instruction		27,955,254		28,491,927	
Instruction related services		4,555,278		5,050,352	
Pupil support services		3,723,463		3,660,801	
General administration		2,621,349		2,450,170	
Plant services		4,066,630		4,715,060	
Ancillary services		206,700		197,043	
Transfers between agencies		268,166		195,408	
Interest on long-term debt		3,447,766		3,258,028	
Depreciation		3,034,154		3,054,016	
Total expenses		49,878,760		51,072,805	
Increase (Decrease) in net assets	\$	(8,150,483)	<u>\$</u>	(1,308,651)	

(Table 2) Comparative Statement of Change in Net Assets

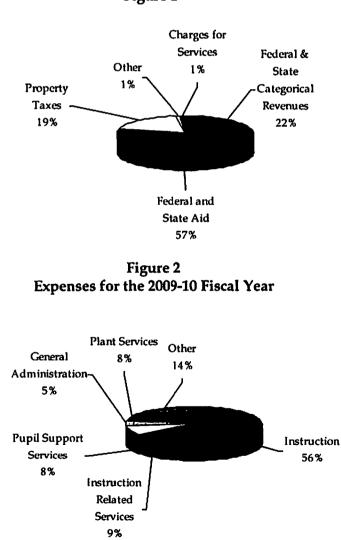
MANAGEMENT 'S DISCUSSION AND ANALYSIS

JUNE 30, 2010

FINANCIAL ANALYSIS OF THE GOVERNMENT-WIDE STATEMENTS (CONCLUDED)

Governmental Activities

As reported in the Statement of Activities, the cost of all of the District's governmental activities this year was \$49.8 million. The amount that our local taxpayers financed for these activities through property taxes was \$7.7 million. Federal and State aid not restricted to specific purposes totaled \$23.6 million. State and Federal Categorical revenue totaled over \$9.6 million, or 22% of the revenue of the entire District (See Figure 1).



Sources of Revenue for the 2009-10 Fiscal Year Figure 1

MANAGEMENT 'S DISCUSSION AND ANALYSIS

JUNE 30, 2010

FINANCIAL ANALYSIS OF THE FUND STATEMENTS

The fund financial statements focus on individual parts of the District's operations in more detail than the government-wide statements. The District's individual fund statements provide information on inflows and outflows and balances of spendable resources. The District's Governmental Funds reported a combined fund balance of \$10.2 million, a decrease of \$11.5 million from the previous fiscal year's combined ending balance of \$21.7 million. The General Fund balance decreased \$2.2 million and the Building Fund balance decreased \$8.7 million.

General Fund Budgetary Highlights

Over the course of the year, the District revised the annual operating budget. The significant budget adjustments fell into the following categories:

- Budget revisions to the adopted budget required after approval of the State budget.
- Budget revisions to update revenues to actual enrollment information and to update expenditures for staffing adjustments related to actual enrollments.
- Budget revisions approved throughout the year resulted in increases to Capital Outlay primarily for new construction and modernization projects.
- Other budget revisions are routine in nature, including adjustments to categorical revenues and expenditures based on final awards, and adjustments between expenditure categories for school and department budgets.

The final revised budget for the General Fund reflected a net decrease to the ending balance of \$2.4 million.

The District ended the year with \$3.7 million in the General Fund ending balance, of which \$1.15 million is designated as the reserve for economic uncertainties. The remaining balance is made up of restricted and designated fund balances. The State recommends an ending reserve for economic uncertainties of 3 percent, the District's ending reserve was 7.15%.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

By the end of the 2009-10 fiscal year, the District had invested \$119 million in a broad range of capital assets, including school buildings, athletic facilities, administrative buildings, site improvements, vehicles, and equipment. The capital assets net of depreciation were \$81.1 million at June 30, 2010, which is an increase of \$5.7 million from the previous year.

MANAGEMENT 'S DISCUSSION AND ANALYSIS

JUNE 30, 2010

CAPITAL ASSET AND DEBT ADMINISTRATION (CONTINUED)

Capital Assets (Concluded)

• •	Con	nparative Sch (net of	depr	e 3 e of Capital A eciation)) and 2009	ssets		Total
		2010		2009		Difference	Percent Change
Land	\$	10,509,396	\$	10,509,396	\$	0	0.0%
Site Improvement		13,477,974		13,644,137		(166,163)	-1.2%
Buildings		71 <i>,</i> 909,598		71,616,896		292,702	0.4%
Machinery & Equipment		2,808,574		2,887,402		(78,828)	-2.7%
Work In Progress		20,486,978		11,722,409		8,764,569	74.8%
Accumulated Depreciation		(38,066,005)		(35,061,717)		(3,004,288)	8.6%
Total	\$	81,126,515	\$	75,318,523	\$	5,807,992	7.7%

The primary increase in capital assets occurred in buildings, which include construction projects for new buildings and modernization of existing buildings.

Long-Term Debt

At June 30, 2010, the District had \$68 million in long-term debt outstanding.

Table 4Comparative Schedule of Outstanding DebtJune 30, 2010 and 2009

		2010		(Restated) 2009		
Compensated Absences	\$	114,066	\$	112,007		
Capital Lease Obligations		0		101,537		
Early Retirement Program		105,916		141,222		
General Obligation Bonds		65,707,486		63,926,373		
General Obligation Bonds Premiums		629,809		668,847		
Net OPEB Obligation		1,145,931		593,568		
Other Long-Term Debt		386,000		0		
Public Agency Retirement System	~~~~	0	• • · · · · · · · · · · · · · · · · · · 	128,934		
Total	\$	68,089,208	\$	65,672,488		

MANAGEMENT 'S DISCUSSION AND ANALYSIS

JUNE 30, 2010

CAPITAL ASSET AND DEBT ADMINISTRATION (CONCLUDED)

Long-Term Debt (Concluded)

The District continues to maintain excellent credit ratings on all of its debt issues. The S&P rating for the General Obligation Bonds issued in 2009 was AAA.

The long-term debt paid by the District was approximately \$2.2 million in 2009-10.

FACTORS BEARING ON THE DISTRICT'S FUTURE

The State's economic condition is a major factor affecting the District's future. The financial well being of the District is tied in large measure to the state funding formula. Furthermore, the State's current year budget does not fully address its budget problem, so it is anticipated that future years will not see schools as well funded as the current year.

The District's enrollment has decreased in the last two years. The District expects continued declining enrollment for the next year and predicts a decline for the following year. Student enrollment and attendance are primary factors in the computation of most funding formulas for public schools in the State of California. As the district enrollment declines we lose State revenue but do not lose expenses at the same rate.

With the declining enrollment, the continued problems with the State's economic condition and the continued aging of the District's capital assets the District must continue to be diligent while using District resources. The future of the District's fiscal health requires management to plan carefully and prudently to provide the resources to meet student needs over the next several years. The District has an excellent track record in meeting this challenge in what has proven to be a cycle of lean years and prosperous years for education finances.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, parents, investors, and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need additional financial information, please contact Fiscal Services, Center Joint Unified School District, 8408 Watt Avenue, Antelope, CA 95843.

STATEMENT OF NET ASSETS

JUNE 30, 2010

ASSETS		C	Governmental Activities
Cash (Note 2) Accounts Receivable (Note 4) Stores Inventory (Note 11-1) Prepaid Expenditures (Note 11-1) Capital Assets (Note 6) Less Accumulated Depreciation	\$ 119,192,520 (28.066.00E)	\$	8,648,077 7,513,295 61,682 788,586
Total Capital Assets, Net of Depreciation	 (38,066,005)		81,126,515
Total Assets		\$	98,138,155
Deficit Cash Balance (Note 2) Accounts Payable and Other Current Liabilities Deferred Revenue (Note 1H) Long-term Liabilities Total Due Within One Year (Note 7) Total Duc After One Year (Note 7) Total Long-Term Liabilities	\$ 2,429,605 65,659,603	\$	1,697,928 3,990,188 419,000 68,089,208
Total Liabilities		\$	74,196,324
<u>NET ASSETS</u> Invested in Capital Assets, Net of Related Debt Rostricted For		\$	40,909,624
Restricted For: Capital Projects Debt Service Education Programs Unrestricted (Deficit)			(276,078) 1,824,749 758,203 (19,274,667)
Total Net Assets		\$	23,941,831

•

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2010

			F	R	et (Expense) evenue and Changes in Net Assets				
Governmental Activities	Expenses		Charges for Services	C	Operating Grants and ontributions		Capital Frants and Intributions		overnmental Activities
Instruction	\$ 27,955,254			\$	6,284,745	\$	17.051	e	()1 (5) (50)
Instruction-related services:	¢ 27,00,20%			Ψ	0,204,745	æ	17,851	\$	(21,652,658)
Supervision of instruction	777,080				383,579				(202 501)
Instructional library, media and technology	-				61,192				(393,501) (637,560)
School site administration	3,079,437				171,024				(637,569) (2,008,412)
Pupil Services:	5,079,457				171,024				(2,908,413)
Home-to school transportation	963,293	\$	17,411		242 467				((02.415)
Food services	1,634,942	æ	446,176		342,467				(603,415)
All other pupil services	1,125,228		440,170		1,233,428 377,735				44,662
General administration:	1,120,220				3/7,733				(747,493)
Data processing	307,754				47,157				(240 507)
All other general administration	2,313,595				135,497				(260,597)
Plant services	4,066,630		119		7,709				(2,178,098)
Ancillary services	206,700		117		7,709				(4,058,802)
Interest on long-term debt	3,447,766								(206,700)
Other Outgo	268,166				168,853				(3,447,766)
Depreciation (unallocated)	3,034,154				106,655				(99,313)
	5,054,154			·				_	(3,034,154)
Total Governmental Activities	\$ 49,878,760		463,706	\$	9,213,386	\$	17,851		(40,183,817)
General Revenues: Property Taxes Levied For: General Purposes Debt Service Other Specific Purposes									6,052,890 1,720,801 62
Federal and State Aid not Re	stricted								~-
to Specific Purposes									23,662,245
Interest and Investment Earr	nings								170,054
Miscellaneous	-								427,282
Total General Revenue									32,033,334
Change in Net Assets (Decrea	ise)								(8,150,483)
Net Assets Beginning (Restate	ed - Note 17)								32,092,314
Net Assets Ending								\$	23,941,831

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THESE STATEMENTS

CENTER JOINT UNIFIED SCHOOL DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS JUNE 30, 2010

Assets	General Fund	Deferred Maintenance	for	Special serve Fund Other Than pital Outlay Projects	Building	Bond Interest and Redemption	Other Governmental Funds	G	Total overnmental Funds
Cash in County Treasury (Note 2) Cash on Hand and in Banks (Note 2) Cash in Revolving Fund (Note 2) Cash with Fiscal Agent (Note 2)	\$ 6,907 10,000	\$ 1,164,825	\$	2,310,451	\$ 1,617,081 212,175	\$ 1,817,301	\$ 1,443,751 65,036 550	\$	8,353,409 71,943 10,550
Accounts Receivable (Note 4) Due From Other Funds (Note 5) Stores Inventories (Note 1H) Prepaid Expenses (Note 1H)	7,092,066 1,034,767 40,430 74,553	3,430		6,923	5,726	9,116	396,034 21,252 7 088		212,175 7,513,295 1,034,767 61,682
Total Assets	\$ 8,258,723	\$ 1,168,255	\$	2,317,374	\$ 1,834,982	\$ 1,826,417	7,088 \$ 1,933,711	\$	81,641 17,339,462
Liabilities and Fund Balances									
Liabilities: Deficit Cash (Note 2) Accounts Payable Deferred Revenue (Note 1FI) Due to Other Funds (Note 5) Other Liabilities (Note 15)	 \$ 261,860 1,099,079 393,273 2,790,000 	\$ 861,377			\$ 8,328 1,388	\$ 1,668	\$ 1,436,068 74,443 25,727 172,002	\$	1,697,928 1,183,518 419,000 1,034,767 2,790,000
Total Liabilities	4,544,212	861,377			9,716	1,668	1,708,240		7,125,213
Fund Balances (Note 1H): Reserved Legally Restricted Balances Unreserved:	208,393 758,203						28,890		237,283 758,203
Designated Underignated	1,155,655	206 979	¢	0.017.074	1 005 077	1 024 540	107 501		1,155,655
Undesignated	1,592,260	306,878	<u> </u>	2,317,374	1,825,266	1,824,749	196,581		8,063,108
Total Fund Balances	3,714,511	306,878	•	2,317,374	1,825,266	1,824,749	225,471		10,214,249
Total Liabilities and Fund Balances	\$ 8,258,723	\$ 1,168,255		2,317,374	\$ 1,834,982	\$ 1,826,417	\$ 1,933,711	\$	17,339,462

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THESE STATEMENTS

CENTER JOINT UNIFIED SCHOOL DISTRICT RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE STATEMENT OF NET ASSETS JUNE 30, 2010

Total fund balance – governmental funds	\$10,214,249
Amounts reported for governmental activities in the statement of net assets are different because:	
Capital assets: In governmental funds, only current assets are reported. In the statement of net assets, all assets are reported, including capital assets \$119,192 and accumulated depreciation. (38,064	6,005)
Unamortized cost: In governmental funds, debt issue costs are recognized as expenditures in the period they are incurred. In the government-wide statements, debt issue costs are amortized over the life of the debt. Unamortized debt issue costs included in prepaid expense on the statement of net assets are:	81,126,515 706,945
het assets are:	700,945
Unmatured interest on long-term debt: In governmental funds, interest on long-term debt is not recognized until the period in which it matures and is paid. In the government-wide statement of activities, it is recognized in the period that it is incurred. The additional liability for unmatured interest owing at the end of the period was:	(16,670)
Long-term liabilities are not due and payable in the current period and therefore are not reported as liabilities in the funds. Long-term liabilities at year-end consist of:	
General obligation bonds premiums Early retirement program Other post employment benefits payable 1, Other long-term debt	707,486 629,809 105,916 145,931 386,000 <u>114,066</u> <u>(68,089,208</u>)
Total net assets-governmental activities	<u>\$_23,941,831</u>

CENTER JOINT UNIFIED SCHOOL DISTRICT STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES GOVERNMENTAL FUNDS FOR THE FISCAL YEAR ENDED JUNE 30, 2010

REVENUES	General Fund	Defer Mainten		for	Special serve Fund Other Than pital Outlay Projects	 Building	Bond Interest and Redemption	Other Governmental Funds	Total Governmental Funds
Revenue Limit Sources:									
State Apportionments Local Sources	\$ 18,377,720 5,747,493							\$ 1,191,924 305,982	\$ 19,569,644 6,053,475
Total Revenue Limit	24,125,213							1,497,906	25,623,119
Federal Revenue Other State Revenue Other Local Revenue	4,343,062 4,801,482 		,027 ,705	5	22,833	\$ 31,721	\$ 30,618 1,700,903	1,133,282 975,922 594,077	5,476,344 6,190,049 4,454,968
Total Revenues	35,365,486	391	,732		22,833	31,721	1,731,521	4,201,187	41,744,480
EXPENDITURES Certificated Salaries Classified Salaries Employee Benefits Books and Supplies Services and Other Operating Expenditures Capital Outlay Debt Service: Principal Retirement	19,594,675 6,300,464 7,105,377 874,621 4,148,133 265,777	50	,145 ,080 ,046			6,748 648 34,191 10,668 8,711,207	1,587,335	1,006,455 896,922 574,739 817,230 790,941 21,589	20,601,130 7,204,134 7,680,764 1,760,187 4,999,822 8,820,842 1,853,312
Interest and Fiscal Charges Other Outgo	11,657 121,098						52,645	16,191 116,719	80,493 237,817
Total Expenditures	38,421,802	172	,271		0	 8,763,462	1,640,180	4,240,786	53,238,501
Excess of Revenues Over (Under) Expenditures	(3,056,316)	219	,461		22,833	 (8,731,741)	91,341	(39,599)	(11,494,021)
Other Financing Sources (Uses): Other Sources (Note 5) Other Uses (Note 5)	850,000	(850	0.000)			 			850,000 (850,000)
Total Other Financing Sources (Uses)	850,000	(850	,000)		0	 0	0	0	0
Excess of Revenues and Other Financing Sources Over (Under) Expenditures and Other Uses	(2,206,316)	(630),539)		22,833	(8,731,741)	91,341	(39,599)	(11,494,021)
Fund Balances - July 1, 2009	5,920,827	937	,417		2,294,541	10,557,007	1,733,408	265,070	21,708,270
Fund Balances - June 30, 2010	\$ 3,714,511	\$ 306	,878	\$	2,317,374	\$ 1,825,266	\$ 1,824,749	\$ 225,471	\$ 10,214,249
									·

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THESE STATEMENTS

CENTER JOINT UNIFIED SCHOOL DISTRICT RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES (CONCLUDED) FOR THE YEAR ENDED JUNE 30, 2010

Net change in fund balances - Total governmental funds		\$(11,494,021)
Amounts reported for governmental activities in the statement of activities are different because:		
Capital outlay: In governmental funds, the cost of capital		
assets are reported as expenditures in the period when the		
assets are acquired. In the statement of activities, costs of		
capital assets are allocated over their estimated useful lives		
as depreciation expense. The difference between capital outlay expenditures and depreciation expense for the period is:		
Expenditures for capital outlay:	\$ 9,106,571	
Depreciation expense:	(3,034,154)	
		6,072,417
Debt service: In governmental funds, repayments of long-term debt are		
reported as expenditures. In the government-wide statements, repayments		
repayments of long-term debt are reported as reductions of liabilities. Expenditures for repayment of the principal portion of long-term debt were:		1 (00 070
experiences for repayment of the principal portion of long-term debt were:		1,689,072
Unmatured interest on long-term debt: In governmental funds, interest on		
long-term debt is recognized in the period that it becomes due. In the		
government-wide statement of activities, it is recognized in the period that it i	is incurred.	
Unmatured interest owing at the end of the period, less matured interest paid during the period by owing from the prior period was:		10 8 40 4 40
during the period by owing none the prof period was.		(3,368,648)
Amortization of debt issue costs: In governmental funds, debt issuance		
costs are recognized as an Other Financing Use in the period it is incurred.		
In the government-wide statements, the debt issuance costs are amortized		
over the life of the debt. Amortization of debt issuance costs for the period is:		(8,696)
Early Retirement Program: In governmental funds, early retirement incentives	S	
costs are recognized when employer contributions are made. In the statement	of	
activities, early retirement incentives costs are recognized on the accrual basis	•	
This year, the difference between early retirement incentives costs and actual employer contributions were:		144.040
		164,240
Gain or loss from disposal of capital assets: In governmental funds, the		
entire proceeds from disposal of capital assets are reported as revenue.		
In the statement of activities, only the resulting gain or loss is reported. The difference between the proceeds from disposal of capital assets and the		
resulting gain or loss is:		(264,425)
		(204,420)
Debt proceeds: In governmental funds, proceeds from debt are recognized		
as Other Financing Sources. In the government-wide statements, proceeds fro debt are reported as increases to liabilities. Amounts recognized in governme		
funds as proceeds from debt were:	ntal	(28/ 000)
		(386,000)
Post employment benefits other than pensions (OPEB): In governmental funds	s,	
OPEB costs are recognized when employer contributions are made. In the stat	tement	
of activities, OPEB costs are recognized on the accrual basis. This year, the		
difference between OPEB costs and actual employer contributions was:		(552,363)
Compensated absences: In governmental funds, compensated		
absences are measured by the amounts paid during the period.		
In the statement of activities compensated absences are measured		
by the amounts earned. The difference between compensated		
absences paid and compensated absences earned was:		(2,059)
Total change in net assets-governmental activities (decrease)		<u>\$ (8.150.483)</u>
		S TOTTOT S

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THESE STATEMENTS

CENTER JOINT UNIFIED SCHOOL DISTRICT STATEMENT OF NET ASSETS FIDUCIARY FUNDS JUNE 30, 2010

		Agency Fund dent Body Funds
<u>ASSETS</u> Cash in Hand and in Bank (Note 2)	\$	104,881
Total Assets	<u>\$</u>	104,881
LIABILITIES Liabilities: Due to Student Group	\$	104,881
Total Liabilities	\$	104,881
NET ASSETS		
Total Net Assets	\$	0

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2010

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES

The District accounts for its financial transactions in accordance with the policies and procedures of the Department of Education's <u>California School Accounting Manual</u>. The accounting policies of the District conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA).

A. <u>Reporting Entity</u>

The District includes all funds that are controlled by or dependent on the District's governing board for financial reporting purposes. The District has considered all potential component units in determining how to define the reporting entity, using criteria set forth in accounting principles generally accepted in the Untied States of America. The District determined that there are no potential component units that meet the criteria for inclusion within the reporting entity.

B. <u>Basis of Presentation</u>

Government-wide Financial Statements:

The government-wide financial statements (i.e., the statement of net assets and the statement of activities) report information on all of the nonfiduciary activities of the District and its component units.

The government-wide statements are prepared using the economic resources measurement focus. This is the same approach used in the preparation of the fiduciary fund financial statements but differs from the manner in which governmental fund financial statements are prepared. Governmental fund financial statements, therefore, include a reconciliation with brief explanations to better identify the relationship between the government-wide statements and the statements for the governmental funds.

The government-wide statement of activities presents a comparison between direct expenses and program revenues for each function or program of the district's governmental activities. Direct expenses are those that are specifically associated with a service, program, or department and are therefore clearly identifiable to a particular function. The District does not allocate indirect expenses to functions in the statement of activities. Program revenues include charges paid by the recipients of goods or services offered by a program, as well as grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues, which are not classified as program revenues, are presented as general revenues of the District, with certain exceptions. The comparison of direct expenses with program revenues identifies the extent to which each governmental function is self-financing or draws from the general revenues of the District.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2010

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Basis of Presentation (Concluded)

Fund Financial Statements:

Fund financial statements report detailed information about the District. The focus of governmental fund financial statements is on major funds rather than reporting funds by type. Each major governmental fund is presented in a separate column, and all non-major funds are aggregated into one column. Fiduciary funds are reported by fund type.

The accounting and financial treatment applied to a fund is determined by its measurement focus. All governmental funds are accounted for using a flow of current financial resources measurement focus. With this measurement focus, only current asset and current liabilities are generally included on the balance sheet. The Statement of Revenues, Expenditures, and Changes in Fund Balances for these funds present increases (i.e., revenues and other financing sources) and decreases (i.e., expenditures and other financing uses) in net current assets.

Fiduciary funds are reported using the economic resources measurement focus.

C. Basis of Accounting

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Government-wide financial statements are prepared using the accrual basis of accounting. Governmental funds use the modified accrual basis of accounting. Fiduciary funds use the accrual basis of accounting.

Revenues - exchange and non-exchange transactions:

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded under the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. "Available" means the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the District, "available" means collectible within the current period or within 60 days after year-end.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2010

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Basis of Accounting (Concluded)

Revenues - exchange and non-exchange transactions (Concluded):

Non-exchange transactions, in which the District receives value without directly giving equal value in return, include property taxes, grants, and entitlements. Under the accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants and entitlements is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the year when the resources are to be used or the fiscal year when use is first permitted; matching requirements, in which the District must provide local resources to be used for a specific purpose; and expenditure requirements, in which the resources are provided to the District on a reimbursement basis. Under the modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

Deferred revenue:

Deferred revenue arises when assets are received before revenue recognition criteria have been satisfied. Grants and entitlements received before eligibility requirements are met are recorded as deferred revenue. On governmental fund financial statements, receivables associated with non-exchange transactions that will not be collected within the availability period have also been recorded as deferred revenue.

Expenses/expenditures:

On the accrual basis of accounting, expenses are recognized at the time a liability is incurred. On the modified accrual basis of accounting, expenditures are generally recognized in the accounting period in which the related fund liability is incurred, as under the accrual basis of accounting. However, under the modified accrual basis of accounting, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due. Allocations of cost, such as depreciation and amortization, are not recognized in the governmental funds.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2010

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. <u>Fund Accounting</u>

The accounts of the District are organized on the basis of funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures or expenses, as appropriate. District resources are allocated to and accounted for in individual funds based upon the purpose for which they are to be spent and the means by which spending activities are controlled. The District's accounts are organized into major, non-major and fiduciary funds as follows:

MAJOR GOVERNMENTAL FUNDS:

- 1. <u>General Fund</u> is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.
- 2. <u>Deferred Maintenance Fund</u> is used for the purpose of major repairs or replacement of District property. The fund includes amounts received from state apportionments and District matching funds to provide additional resources for repairs and replacement of District property.
- 3. <u>Special Reserve Fund for Other Than Capital Outlay Projects</u> is used to account for the receiving and expending of funds as specified by the Board of Trustees of the District and to cover unexpected costs.
- 4. <u>Building Fund</u> is used to account for the renovation, modernization, and new construction of major governmental capital facilities and buildings from the proceeds of the sale of general obligation bonds.
- 5. <u>Bond Interest and Redemption Fund</u> is used to account for the accumulation of resources for, and the repayment of, District bonds, interest and related costs.

NON-MAJOR GOVERNMENTAL FUNDS:

<u>Special Revenue Funds</u> are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes. The District maintains four non-major special revenue funds:

- 1. Charter School Fund is used to account for resources committed to and expenditures incurred by the District chartered Antelope View Charter School and Global Youth Charter School.
- 2. Adult Education Fund is used to account for resources committed to adult education programs maintained by the District.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2010

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Fund Accounting (Continued)

NON-MAJOR GOVERNMENTAL FUNDS (CONCLUDED):

Special Revenue Funds (Concluded)

- 3. Child Development Fund is used to account for resources committed to child development programs maintained by the District.
- 4. Cafeteria Fund is used to account for revenues received and expenditures made to operate the District's cafeteria program.

<u>Capital Projects Funds</u> are used to account for the acquisition and/or construction of all major governmental general fixed assets. The District maintains two non-major capital project funds:

- 1. Capital Facilities Fund is used to account for resources received from developer impact fees assessed under provisions of the California Environmental Quality Act (CEQA).
- 2. County School Facilities Fund is used to account for the State allocation and District matches and related expenditures made for modernization, new construction and hardship projects.

FIDUCIARY FUNDS:

<u>Agency Funds</u> are used to account for assets of others for which the District acts as an agent. The District maintains student body funds, which are used to account for the raising and expending of money to promote the general welfare, morale, and educational experience of the student body.

The amounts reported for student body funds represent the combined totals of all schools within the District.

E. <u>Budgets and Budgetary Accounting</u>

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for all governmental funds. By state law, the District's governing board must adopt a final budget no later than July 1. A public hearing must be conducted to receive comments prior to adoption. The District's governing board satisfied these requirements.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2010

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. <u>Budgets and Budgetary Accounting (Concluded)</u>

These budgets are revised by the District's Board of Trustees and District Superintendent during the year to give consideration to unanticipated income and expenditures. The original and final revised are presented for the General Fund and Major Special Revenue Funds as required supplementary information in the financial statements.

Formal budgetary integration was employed as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account (see Note 3).

The District did not adopt a budget for the Bond Interest and Redemption Fund in 2009-2010.

F. <u>Encumbrances</u>

Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated at June 30.

G. <u>Estimates</u>

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

H. Assets, Liabilities and Equity

1. Deposits and Investments

Cash balances held in banks and in revolving funds are insured to \$250,000 by the Federal Deposit Insurance Corporation.

In accordance with *Education Code* Section 41001, the District maintains substantially all of its cash in the County Treasury. The county pools these funds with those of other districts in the county and invests the cash. These pooled funds are carried at cost, which approximates market value. Interest earned is deposited quarterly into participating funds. Any investments losses are proportionately shared by all funds in the pool.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2010

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

H. Assets, Liabilities and Equity (Continued)

1. Deposits and Investments (Concluded)

The county is authorized to deposit cash and invest excess funds by California *Government Code* Section 53648 et seq. The funds maintained by the county either are secured by federal depository insurance or are collateralized.

Investments Valuation - In accordance with GASB Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Investment Pools, highly liquid market investments with maturities of one year or less at time of purchase are stated at amortized cost. All other investments are stated at fair value. Market value is used as fair value for those securities for which market quotations are readily available. However, the District's financial statements do not reflect the fair value of investments as the differences between total investment cost and fair value has been determined to be immaterial.

2. <u>Stores Inventories and Prepaid Expenditures</u>

Inventories are recorded using the consumption method, in that inventory acquisitions are initially recorded in inventory (asset) accounts, and are charged as expenditures when used. Reported inventories are equally offset by a fund balance reserve, which indicates that these amounts are not "available for appropriation and expenditure" even though they are a component of net current assets. The District's cafeteria inventory valuation is First-in-First-out (FIFO).

The District has the option of reporting an expenditure in governmental funds for prepaid items either when purchased or during the benefiting period. The District has chosen to report the expenditure during the period benefited in the Fund financial statements. In the government-wide financial statements, the District reports debt issue costs over the life of the debt. Unamortized debt issue costs are reported as prepaid expenditures on the Statement of Net Assets.

3. <u>Capital Assets</u>

Capital assets purchased or acquired with an original cost of \$5,000 or more are reported at historical cost or estimated historical cost. Contributed assets are reported at fair market value as of the date received. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Depreciation on all assets is provided on the straight-line basis over an estimated useful life of 5 to 50 years depending on the asset class.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2010

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

H. Assets, Liabilities and Equity (Continued)

4. <u>Deferred Revenue</u>

Cash received for federal and state special projects and programs is recognized as revenue to the extent that qualified expenditures have been incurred. Deferred revenue is recorded to the extent that cash received on specific projects and programs exceeds qualified expenditures.

5. <u>Compensated Absences</u>

All vacation pay is accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in the governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

Accumulated sick leave benefits are not recognized as liabilities of the District. The District's policy is to record sick leave as an operating expense in the period taken, since such benefits do not vest, nor is payment probable; however, unused sick leave is added to the creditable service period for calculation of retirement benefits when the employee retires.

6. Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the Statement of Net Assets.

7. <u>Net Assets</u>

In the government-wide financial statements, net assets are classified in the following categories:

Invested in Capital Assets, net of Related Debt - This amount consists of capital assets net of accumulated depreciation and reduced by outstanding debt that attributed to the acquisition, construction, or improvement of the assets.

Restricted Net Assets - This amount is restricted by external creditors, grantors, contributors, laws or regulations of other governments.

Unrestricted Net Assets - This amount is all net assets that do not meet the definition of "invested in capital assets, net of related debt" or "restricted net assets".

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2010

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

H. Assets, Liabilities and Equity (Continued)

8. Use of Restricted/Unrestricted Net Assets

When an expense is incurred for purposes for which both restricted and unrestricted net assets are available, the District's policy is to apply restricted net assets first.

9. Fund Balance Reserves and Designations

The District's fund balances at June 30, 2010 consisted of the following:

		General Fund	Deferred intenance Fund	O Caj	cial Reserve Fund for ther Than pital Outlay Projects	Building Fund	_	ond Interest and edemption Fund	Go	Other overnmental Funds	Total
Reserved For:			 			 					
Revolving Fund	\$	10,000							\$	550	\$ 10,550
Stores Inventory		40,430								21,252	61,682
Prepaid Expenditures		74,553								7,088	81,641
Other		83,410									83,410
Legally Restricted Balances		758,203									758,203
Unreserved:											
Designated for:											
Economic Uncertainties		1,155,655									1,155,655
Undesignated, Reported in:		•									
General Fund		1,592,260									1,592,260
Special Revenue Funds			\$ 306,878	\$	2,317,374					472,659	3,096,911
Capital Projects Funds						\$ 1,825,266				(276,078)	1,549,188
Debt Service Funds	_		 <u>.</u>			 	\$	1,824,749			 1,824,749
Total Fund Balances	\$	3,714,511	\$ 306,878	\$	2,317,374	\$ 1,825,266	\$	1,824,749	\$	225,471	\$ 10,214,249

Reservations of the ending fund balance indicate the portions of fund balance not appropriable for expenditure or amounts legally segregated for a specific future use. The reserve for revolving fund, stores inventory and prepaid expenditures reflects the portions of fund balance represented by revolving fund cash and stores inventory and prepaid expenditures, respectively. These amounts are not available for appropriation and expenditure at the balance sheet date.

Designations of the ending fund balance indicate tentative plans for financial resource utilization in a future period.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2010

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

H. Assets, Liabilities and Equity (Concluded)

10. <u>Revenue Limit/Property Tax</u>

The District's revenue limit is received from a combination of local property taxes, state apportionments, and other local sources.

The county is responsible for assessing, collecting, and apportioning property taxes. Taxes are levied for each fiscal year on taxable real and personal property in the county. The levy is based on the assessed values as of the preceding January 1, which is also the lien date. Property taxes on the secured roll are due on November 1 and February 1, and taxes become delinquent after December 10 and April 10, respectively. Property taxes on the unsecured roll are due on the lien date (January 1), and become delinquent if unpaid by August 31.

Secured property taxes are recorded as revenue when apportioned, in the fiscal year of the levy. The county apportions secured property tax revenue in accordance with the alternate method of distribution prescribed by Section 4705 of the California *Revenue and Taxation Code*. This alternate method provides for crediting each applicable fund with its total secured taxes upon completion of the secured tax roll - approximately October 1 of each year.

The County Auditor reports the amount of the District's allocated property tax revenue to the California Department of Education. Property taxes are recorded as local revenue limit sources by the District.

The California Department of Education reduces the District's entitlement by the District local property tax revenue. The balance is paid from the state General Fund, and is known as the State Apportionment.

The District's Base Revenue Limit is the amount of general-purpose tax revenue, per average daily attendance (ADA), that the District is entitled to by law. This amount is multiplied by the second period ADA to derive the District's total entitlement.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2010

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (CONCLUDED)

I. <u>New GASB Accounting Standard to be Adopted in the Future</u>

In March, 2009 the Governmental Accounting Standards Board (GASB) issued GASB Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions in an effort to improve the consistency in reporting fund balance components, enhance fund balance presentation, improve the usefulness of fund balance information, and clarify the definitions of the governmental fund types. The classification requirements in GASB 54 should improve financial reporting by providing fund balance categories and classifications that are more easily understood however, adoption of the new standard is not expected to have a material effect on the District's financial position, results of operations or cash flows. The requirements of GASB 54 are effective for financial statements for period beginning after June 15, 2010 making the new standard effective for the year ending June 30, 2011.

NOTE 2 - CASH AND INVESTMENTS

A. <u>Cash and Investments</u>

		Fair Value	Carrying Amount	Credit Quality Rating
<u>Cash</u>		Valac	 	ioning
Cash on Hand and in Banks	\$	176,824	\$ 176,824	Not Rated
Cash in Revolving Fund		10,550	10,550	Not Rated
Cash in County Treasury (net of				Not Rated
\$1,697,928 deficit cash)		6,666,487	 6,655,481	
Total Cash		6,853,861	6,842,855	
Investments				
Local Agency Investment Fund (LAIF)		212,524	 212,175	Not Rated
Total Cash & Investments	\$	7,066,385	\$ 7,055,030	

The District had the following cash and investments at June 30, 2010:

The following is a summary of cash and investments at June 30, 2010:

	Fiduciary Funds	
Governmental	Statement of	
<u>Activities</u>	Net Assets	<u>Total</u>
<u>\$6,950,149</u>	<u>\$104,881</u>	<u>\$7,055,030</u>

B. Cash

Cash in Banks and in Revolving Fund

Cash balances in banks and revolving funds are insured up to \$250,000 by the Federal Deposit Insurance Corporation (FDIC). These amounts are held within various financial institutions. As of June 30, 2010 the carrying amount of the District's accounts was \$187,374.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2010

NOTE 2 - CASH AND INVESTMENTS (CONCLUDED)

B. <u>Cash (Concluded)</u>

Cash in County Treasury

In accordance with *Education Code* Section 41001, the District maintains substantially all of its cash with the County Treasury as part of the common investment pool, which totaled \$6,655,481 as of June 30, 2010. The fair market value of this pool as of that date, as provided by the pool sponsor, was \$6,666,487. The District is considered to be an involuntary participant in the external investment pool. Interest is deposited into participating funds. The county is restricted by *Government Code* Section 53635, pursuant to Section 53601, to invest in time deposits, U.S. government securities, state registered warrants, notes or bonds, State Treasury's investment pool, bankers' acceptances, commercial paper, negotiable certificates of deposit, and repurchase or reverse repurchase agreements.

The District ended the year with a negative cash balance in the General Fund, Charter School Fund and Capital Facilities Fund of \$261,860, \$129,234 and \$1,306,834, respectively. Under policies set by Sacramento County Treasurer's Office, the District is allowed to carry a negative cash balance in a fund as long as combined District cash is positive. The District is charged interest on the negative balances by the County Treasurer.

C. <u>Risk Disclosures</u>

At June 30, 2010 the District had the following investment maturities:

			Investment Maturities (in years)									
Investment Type		Fair Value	L	ess than 1		1 to 2	3 or more					
Local Agency Investment Fund County Treasury	\$	212,524 6,666,487	\$	196,585 5,684,513	\$	4,888 653,316	\$	11,051 328,658				
Total	<u>\$</u>	6,879,011	<u>\$</u>	5,881,098	\$	658,204	\$	339,709				

NOTE 3 - EXCESS OF EXPENDITURES OVER APPROPRIATIONS

As of June 30, 2010, excess of expenditures over appropriations in individual funds are as follows:

	Exp	enditures
Major Governmental Funds:		
General Fund		
Certificated Salaries	\$	305,022
Employee Benefits		53,007
Deferred Maintenance Fund		
Other Uses		850,000

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2010

NOTE 3 - EXCESS OF EXPENDITURES OVER APPROPRIATIONS (CONCLUDED)

	Excess
Non-Major Governmental Funds:	Expenditures
Charter School Fund	
Certificated Salaries	39,606
Classified Salaries	3,427
Interest and Fiscal Charges	1,821
Cafeteria Fund	
Classified Salaries	206
Employee Benefits	26,471
Interest and Fiscal Charges	726
Capital Facilities Fund	
Interest and Fiscal Charges	12,934
Child Development Fund	
Transfers Out	40,403

Unanticipated expenditures occurred for which the budgets were not revised. The District did not revise the Deferred Maintenance Fund for the transfers to the General Fund.

NOTE 4 - ACCOUNTS RECEIVABLE

Accounts receivable at June 30, 2010 consist of the following:

	General Fund	_	Deferred intenance Fund	Fund Tha	al Reserve I for Other n Capital ay Projects	B	uilding Fund	Inte Red	Bond crest and lemption Fund	 All Other Governmental Funds		Total
Federal Government												
Categorical Aid Programs	\$ 1,171,627									\$ 5,738	\$	1,177,365
State Government												
Revenue Limit	4,237,503									271,633		4,509,136
Categorical Aid Programs	265,111									105,774		370,885
Lottery	153,383									8,243		161,626
Other State	214,720									 		214,720
Total State Government	4,870,717									385,650		5,256,367
Local Government	385,273											385,273
Interest	651,925	\$	3,430	\$	6,923	\$	5,726	\$	9,116	4,646		681,766
Miscellaneous	12,524			<u> </u>						 		12,524
Total Accounts Receivable	\$ 7,092,066	\$	3,430	\$	6,923	\$	5,726	\$	9,116	\$ 396,034	\$	7,513,295

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2010

NOTE 5 - INTERFUND TRANSACTIONS

Interfund transactions are reported as either loans, services provided, reimbursements, or transfers. Loans are reported as interfund receivables and payables, as appropriate, and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund, and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers among governmental or proprietary funds are netted as part of the reconciliation to the government-wide financial statements.

Interfund Receivables/Payables (Due From/Due To)

Individual fund interfund receivable and payable balances at June 30, 2010 are as follows:

	F	Interfund Receivables		Interfund Payables
Major Governmental Fund:				
General Fund	\$	1,034,767		
Deferred Maintenance fund			\$	861,377
Building Fund				1,388
Non - Major Governmental Funds:				
Charter School Fund				141,456
Adult Education Fund				176
Child Development Fund				28,385
Cafeteria Fund			<u>-</u>	1,985
Totals	\$	1,034,767	\$	1,034,767

Interfund Transfers

Interfund transfers consist of operating transfers from funds receiving revenue to funds through which the resources are to be expended. The District recorded interfund transfers of \$850,000 from the Deferred Maintenance Fund to the General Fund as Other Source/Use on the Government-wide fund financial statements.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2010

NOTE 6 - CAPITAL ASSETS AND DEPRECIATION

Capital asset activity for the year ended June 30, 2010 is shown below:

		Balance July 1, 2009		Additions		Deductions	J	Balance June 30, 2010
Capital assets, not being depreciated:			_					
Land	\$	10,509,396					\$	10,509,396
Work in progress		11,722,409	\$	8,764,569				20,486,978
Total capital assets, not being depreciated	_	22,231,805		8,764,569				30,996,374
Capital assets being depreciated:								
Buildings		71,616,896		292,702				71,909,598
Improvements of sites		13,644,137			\$	166,163		13,477,974
Equipment		2,887,402		49,300		128,128		2,808,574
Total capital assets, being depreciated	_	88,148,435		342,002		294,291		88,196,146
Less accumulated depreciation for:								
Buildings		24,621,887		2,151,403				26,773,290
Improvements of sites		8,210,202		775,747		24,166		8,961,783
Equipment		2,229,628		107,004		5,700		2,330,932
Total accumulated depreciation		35,061,717	_	3,034,154	_	29,866		38,066,005
Total capital assets, being depreciated, net		53,086,718		(2,692,152)		264,425		50,130,141
Governmental activities capital assets, net	\$	75,318,523	<u>s</u>	6,072,417	\$	264,425	\$	81,126,515

Depreciation expense was charged to governmental activities as follows:

Depreciation (unallocated) <u>\$_3,034,154</u>

NOTE 7 - LONG-TERM DEBT

A schedule of changes in long-term debt for the year ended June 30, 2010 is shown below:

	(Restated) Balance July 1, 2009		 Additions		Deductions	Balance June 30, 2010			Due Within One Year
Compensated Absences	\$	112,007	\$ 2,059			s	114,066	\$	114.066
Capital Lease Obligations		101,537		\$	101,537		,	•	
Early Retirement Program		141,222			35,306		105,916		35,305
General Obligation Bonds		63,926,373	3,368,648		1,587,535		65,707,486		1,823,341
General Obligation Bonds Premiums		668,847			39,038		629,809		39,038
Other Post Employment Benefits		593,568	853 <i>,</i> 549		301,186		1,145,931		369,605
Other Long-Term Debt - Charter School			386,000				386,000		48,250
Public Agency Retirement System		128,934		_	128,934	_			
Totals	\$	65,672,488	\$ 4,610,256	\$	2,193,536	\$	68,089,208	\$	2,429,605

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2010

NOTE 7 - LONG-TERM DEBT (CONCLUDED)

The compensated absences payable, early retirement program payable and capital lease obligations will be paid from the General Fund. Payments on the general obligation bonds will be made from the Bond Interest and Redemption Fund.

NOTE 8 - BONDED DEBT

On April 2, 1992, the District issued 1992 General obligation Bonds, Series A totaling \$4,339,733. The bonds were authorized in a special election on November 5, 1991, by a greater than two-thirds majority of registered voters in the District. Bond proceeds were used to acquire land for future schools, construction of new facilities, and rehabilitation of existing facilities. Repayment of the Bonds is made from the special parcel tax revenues levied in connection with this bond issue. The bonds were comprised of Current Interest Bonds and Capital Appreciation Bonds. the bonds bear interest rates from 6.5% to 6.95% and are scheduled to mature through 2012.

On August 1, 1992, the District issued 1992 General Obligation Bonds, Series "B" totaling \$3,069,795. Bond proceeds were used to acquire land for future schools, construction of new facilities, and rehabilitation of existing facilities. Repayment of the bonds is made from the special parcel tax revenues levied in connection with this bond issue. The bonds were comprised of Current Interest Bonds and Capital Appreciation Bonds. The bonds bear interest rates from 5.85% to 6.30% and are scheduled to mature through 2017.

On March 4, 1997, the District issued 1992 General Obligation Bonds, Series "C" totaling \$15,974,099. Bond proceeds were used to acquire land for future schools, construction of new facilities, and rehabilitation of existing facilities. Repayment of the bonds is made from the special parcel tax revenues levied in connection with this bond issue. The bonds bear interest rates from 4.55% to 5.8% and are scheduled to mature through 2022.

On April 4, 2001, the District issued 1992 General Obligation Refunding Bonds, totaling \$1,848,632. The bonds were issued to refund a portion of the District's outstanding 1992 General Obligation Bonds, Series A, originally issued on April 2, 1992. The proceeds of the bonds were placed in an escrow account for the sole benefit of prior bonds. Repayment of the bond is made from the special parcel tax revenues levied in connection with the 1992 General Obligation Bond, Series A issuance. The bonds were comprised of Current Interest Bonds and Capital Appreciation Bonds. The bonds bear interest rates from 3.0% to 5.33% and are scheduled to mature through 2018.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2010

NOTE 8 - BONDED DEBT (CONTINUED)

On May 17, 2007, the District issued 1992 General Obligation Bonds, Series "D" totaling \$24,998,234. Bond proceeds of \$5,421,608 were used to repay the District's remaining 2003 Refunding Certificates of participation balance and accrued interest. The remaining proceeds were used to acquire, expand and construct school facilities. Repayment of the bonds is made from the special parcel tax revenues levied in connection with this bond issue. The bonds bear interest rates from 4.5% to 5.9% and are scheduled to mature through 2032.

The outstanding general obligation bonded debt at June 30, 2010 is:

Date of Issue	Interest Rate %	Maturity Date	 Amount of Original Issue		(Restated) Redeemed Outstanding Current July 1, 2009 Year		-	Accreted Interest Current Year	Outstanding June 30, 2010		
1992	6.50-6.70	2012	\$ 4,339,733	\$	671,440	\$	250,000	\$	41,461	\$	462,901
1992	3.50-6.30	2017	3,069,796		3,449,980		427,535		195,722		3,218,167
1997	3.30-4.75	2022	15,974,099		29,665,938		845,000		1,646,903		30,467,841
2001	3.00-5.33	2018	1,848,632		1,763,998		65,000		62,499		1,761,497
2007	3.75-4.73	2032	 24,998,234	_	28,375,017			_	1,422,063		29,797,080
Totals			\$ 50,230,494	\$	63,926,373	\$	1,587,535	\$	3,368,648	\$	65,707,486

The outstanding debt for Capital Appreciation 1992 Series "A" Bonds for the District as of June 30, 2010 are as follows:

Interest Rate %	Year Ended June 30	O	Amount of riginal Issue (Principal)	 Accreted Interest	utstanding ine 30, 2010
6.95	2011	\$	71,052	\$ 168,357	\$ 239,409
6.95	2012		66,056	 157,436	 223,492
Totals		<u>\$</u>	137,108	\$ 325,793	\$ 462,901

The 1992 General Obligation Bond Series "A" matures through 2012 as follows:

Year Ended June 30		Principal		Interest	 Total
2011	\$	71,052	\$	178,948	\$ 250,000
2012		66,056		182,798	 248,854
Total	<u>_</u>	137,108	<u>\$</u>	361,746	\$ 498,854

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2010

NOTE 8 - BONDED DEBT (CONTINUED)

The outstanding debt for Capital Appreciation 1992 Series "B" Bonds for the District as of June 30, 2010 are as follows:

Interest Rate %	Ycar Ended June 30	0	Amount of riginal Issue (Principal)		Accreted Interest	Outstanding June 30, 2010
6.30	2011	\$	149,758	\$	300,105	\$ 449,863
6.30	2012		150,884		308,421	459,305
6.30	2013		152,010		310,725	462,735
6.30	2014		150,884		308,422	459,306
6.30	2015		152,010		310,725	462,735
6.30	2016-2017		304,020		620,203	 924,223
Totals		<u>\$</u>	1,059,566	<u>\$</u>	2,158,601	\$ 3,218,167

The 1992 General Obligation Bond Series "B" matures through 2017 as follows:

Year Ended June 30	 Principal	 Interest	 Total
2011	\$ 149,758	\$ 308,583	\$ 458,341
2012	150,884	340,454	491,338
2013	152,010	374,672	526,682
2014	150,884	405,351	556,235
2015	152,010	444,237	596,247
2016-2017	 304,020	 1,005,381	 1,309,401
Total	\$ 1,059,566	\$ 2,878,678	\$ 3,938,244

The outstanding debt for Capital Appreciation 1992 Series "C" Bond as of June 30, 2010 is:

Interest Rate %	Year Ended June 30	(Amount of Original Issue (Principal)	 Accreted Interest	Outstanding June 30, 2010
5.30	2011	\$	518,417	\$ 531,583	\$ 1,050,000
5.40	2012		593,670	646,875	1,240,545
5.50	2013		670,936	750,072	1,421,008
5.55	2014		760,163	860,679	1,620,842
5.60	2015		852,477	977,497	1,829,974
5.65-5.80	2016-2020		6,734,819	8,000,026	14,734,845
5.80	2021-2022		3,886,669	 4,683,958	 8,570,627
Total		\$	14,017,151	\$ 16,450,690	\$ 30,467,841

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2010

NOTE 8 - BONDED DEBT (CONTINUED)

٠

The 1992 General Obligation Bond Series "C" matures through 2022 as follows:

Year Ended June 30	Principal		 Interest		Total	
2011	\$	518,417	\$ 531,583	\$	1,050,000	
2012		593,670	691,330		1,285,000	
2013		670,936	884,064		1,555,000	
2014		760,163	1,114,837		1,875,000	
2015		852,477	1,387,523		2,240,000	
2016-2020		6,734,819	15,230,181		21,965,000	
2021-2022		3,886,669	 11,458,331		15,345,000	
Total	\$	14,017,151	\$ 31,297,849	\$	45,315,000	

The outstanding debt for Capital Appreciation 1992 Series 2001 Bond as of June 30, 2010 is:

Interest Rate %	Year Ended June 30	O	Amount of riginal Issue (Principal)	 Accreted Interest	utstanding ne 30, 2010
10.98	2015	\$	39,806	\$ 72,435	\$ 112,241
10.98	2016		76,738	139,649	216,387
10.98	2017		69,877	127,162	197,039
10.98	2018		32,212	 58,618	 90,830
Total		\$	218,633	\$ 397,864	\$ 616,497

The Capital Appreciation 1992 Series 2001 Bond matures through 2018 as follows:

Year Ended June 30	Principal		 Interest	Total	
2015	\$	39,806	\$ 135,194	\$	175,000
2016		76,738	288,262		365,000
2017		69,877	300,123		370,000
2018	•	32,212	 152,788		185,000
Total	\$	218,633	\$ 876,367	\$	1,095,000

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2010

NOTE 8 - BONDED DEBT (CONCLUDED)

The annual requirements to amortize the 1992 Current Interest General Obligation Series Bonds payable, outstanding as of June 30, 2010 are as follows:

Year Ended June 30	Principal		 Interest	Outstanding June 30, 2010		
2011	\$	65,000	\$ 48,710	\$	113,710	
2012		70,000	45,940		115,940	
2013		320,000	37,590		357,590	
2014		340,000	23,230		363,230	
2015		350,000	 7,875		357,875	
Total	<u>\$</u>	1,145,000	\$ 163,345	\$	1,308,345	

The outstanding debt for Capital Appreciation 1992 Series "D" bond as of June 30, 2010 is:

Interest Rate %	Year Ended June 30	C	Amount of Driginal Issue (Principal)		Accreted Interest		Outstanding June 30, 2010
6.03	2023	\$	2,276,078	\$	541,660	\$	2,817,738
4.76	2024		2,736,393		503,722		3,240,115
4.79	2025		2,692,895		499,132		3,192,027
4.81	2026		2,641,512		491,762		3,133,274
4.82	2027		2,586,443		482,570		3,069,013
4.85-4.90	2028-2032		12,064,913		2,280,000		14,344,913
Totals		<u>\$</u>	24,998,234	<u>\$</u>	4,798,846	<u>\$</u>	29,797,080

The 1992 Capital Appreciation Series "D" Bond matures through 2032 as follows:

Year Ended June 30	Principal			Interest		Total	
2023	\$	2,276,078	\$	3,328,922	\$	5,605,000	
2024		2,736,393		3,118,607		5,855,000	
2025		2,692,895		3,377,105		6,070,000	
2026		2,641,512		3,623,488		6,265,000	
2027		2,586,443		3,858,557		6,445,000	
2028-2032		12,064,913		23,075,087		35,140,000	
Total	\$	24,998,234	<u>\$</u>	40,381,766	<u>\$</u>	65,380,000	

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2010

NOTE 9 - EMPLOYEE RETIREMENT SYSTEMS

Qualified employees are covered under cost-sharing multiple-employer contributory retirement plans maintained by agencies of the State of California. Certificated employees are members of the State Teachers' Retirement System (STRS) and classified employees are members of the California Public Employees' Retirement System (CalPERS).

A. State Teachers' Retirement System (STRS)

Plan Description. The Center Joint Unified School District contributes to the State Teachers' Retirement System (STRS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by STRS. The plan provides retirement, disability, and survivor benefits to beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the State Teachers' Retirement Law. STRS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the STRS annual financial report may be obtained from the STRS, 100 Waterfront Place, West Sacramento, California 95610.

Funding Policy. Active plan members are required to contribute 8.0% of their salary and the Center Joint Unified School District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the STRS Teachers' Retirement Board. The required employer contribution rate for fiscal year 2009-2010 was 8.25% of annual payroll. The contribution requirements of the plan members are established by state statute. The Center Joint Unified School District's contributions to STRS for the fiscal year ending June 30, 2010, 2009, and 2008 were \$1,680,866, \$1,767,558 and \$1,779,119, respectively, and equal 100% of the required contributions for each year.

B. <u>California Public Employees Retirement System (CalPERS)</u>

Plan Description. The Center Joint Unified School District contributes to the School Employer Pool under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. The plan provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Law. CalPERS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the CalPERS' annual financial report may be obtained from the CalPERS Executive Office, 400 Q Street, Room 1820, Sacramento, CA 95814.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2010

NOTE 9 - EMPLOYEE RETIREMENT SYSTEMS (CONCLUDED)

B. <u>California Public Employees Retirement System (CalPERS) (Concluded)</u>

Funding Policy. Active plan members are required to contribute 7.0% of their salary and the Center Joint Unified School District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the CalPERS Board of Administration. The required employer contribution rate for fiscal 2009-2010 was 9.709% of annual payroll. The contribution requirements of the plan members are established by State statute. The Center Joint Unified School District's contributions to CalPERS for the fiscal year ending June 30, 2010, 2009 and 2008 were \$629,498, \$613,164 and \$599,563, respectively and equal 100% of the required contributions for each year.

C. Social Security

As established by Federal law, all public sector employees who are not members of their employer's existing retirement system (STRS or PERS) must be covered by social security or an alternative plan. The District has elected to use Social Security.

D. On Behalf Payment

The State of California makes contributions to STRS and PERS on behalf of the District. These payments consist of State General Fund contributions to STRS and contributions to PERS for the year ended June 30, 2010. Under accounting principles generally accepted in the United States of America, these amounts are to be reported as revenues and expenditures; however, guidance received from the California Department of Education advises local education agencies not to record these amounts in the Annual Financial and Budget Report. These amounts also have not been recorded in these financial statements.

NOTE 10 - OTHER LONG-TERM DEBT

In addition to the commitments and contingencies described in Note 14, Antelope View Charter School was assessed a penalty by the State of \$1.4 million as a result of an audit finding from the fiscal year ending June 30, 2007. The Charter, and most parties involved, tentatively agreed to a settlement of the case in the amount of \$386,000 to be paid over a term of eight (8) years and maturing in the fiscal year ending June 30, 2018. The amount payable to the State, if this settlement agreement is accepted, is a non-interest bearing penalty and the amortization of the liability as follows:

Year Ended	
<u>june 30</u>	Principal
2011	\$ 48,250
2012	48,250
2013	48,250
2014	48,250
2015	48,250
2016-2018	144,750
Total	<u>\$386,000</u>

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2010

NOTE 10 - OTHER LONG-TERM DEBT (CONCLUDED)

The \$386,000 stipulated amount is the minimum amount the Antelope View Charter School may be required to pay and was accrued by the District on the Government-wide financial statements at June 30, 2010. If the current settlement agreement is not finally accepted by all parties, the liability may increase. The maximum liability to the Charter would be the full amount of \$1.4 million and would be payable over an eight year period.

NOTE 11 - OTHER POST EMPLOYMENT BENEFITS

In addition to the benefits described in Note 9, the District provides health, vision and dental benefits to qualified retirees. The Post Employment Benefit Plan (Plan) is a singleemployer defined benefit healthcare plan administered by the District. The Plan provides medical, dental, and vision insurance benefits to eligible retirees and their spouses. Membership of the Plan consists of 57 retirees and beneficiaries currently receiving benefits and 529 active plan members. The unfunded portion of annual required contributions (net OPEB obligation) is presented in the statement of net assets as a portion of long-term obligations.

Funding Policy

Employees are not required to contribute to the plan. In order to fully fund the plan, the District would be required to contribute the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the parameters of GASB Statement 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities over a period not to exceed thirty years.

Annual OPEB Cost

The District's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for the first two years of implementing the standard was as follows:

Fiscal Year <u>Ended June 30</u>	Annual <u>OPEB Cost</u>				
2010	\$862,486	34.9%	\$1,145,931		
2009 (transition year)	\$839,683	29.3%	\$ 593,568		

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2010

NOTE 11 - OTHER POST EMPLOYMENT BENEFITS (CONTINUED)

Annual OPEB Cost (Concluded)

The District's annual other post employment benefit (OPEB) cost (expense) is calculated based on the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the parameters of GASB Statement 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities over a period not to exceed thirty years. The following table shows the components of the District's annual OPEB cost for the year, the amount actually contributed to the plan, and changes in the District's net OPEB obligation:

Annual required contribution Interest on OPEB Obligation Adjustment to annual required contribution	\$ 862,483 29,678 (38,612)
Annual OPEB cost (expense)	853,549
Payments made	<u>(301,186</u>)
Increase in net OPEB obligation	552,363
Net OPEB obligation-beginning of year	<u> </u>
Net OPEB obligation-end of year	<u>\$1,145,931</u>

Funding Status and Funding Progress

As of June 22, 2009, the most recent actuarial valuation date, the plan was unfunded. The actuarial accrued liability for benefits was \$5.8 million, all of which is unfunded.

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future.

The funded status of the plan as of June 30, 2010 was as follows:

Actuarial accrued liability (AAL)	\$5,898,425
Actuarial value of plan assets	0
Unfunded actuarial accrued liability (UAAL)	<u>\$5,898,425</u>
Funded ratio (actuarial value of plan assets/AAL)	0.00%

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2010

NOTE 11 - OTHER POST EMPLOYMENT BENEFITS (CONCLUDED)

Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefits costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In the June 22, 2009, actuarial valuation, the "entry age normal" actuarial cost method was used. The actuarial assumptions included a 5.0% investment rate of return (net of administrative expenses), which is a blended rate of the expected long-term investment returns on plan assets and on the employer's own investments calculated based on the funded level of the plan at the valuation date, and an annual healthcare cost trend rate of 1% initially. The UAAL is being amortized as a level percentage of projected payroll on an open basis. The remaining amortization period at June 30, 2010, was twenty-eight years.

NOTE 12 - EARLY RETIREMENT INCENTIVES

During the 2003-2004 year, the District adopted an early retirement incentive program, pursuant to Education Code Sections 22714 and 44929, whereby the service credit to eligible employees is increased by two years. Eligible employees must have five or more years of service under the State Teachers' Retirement System (STRS) and retire during a period of not more than 120 days or less than 60 days from the date of the formal action taken by the District. Certificated employees who had reached the age of 55 and had at least one year of CalSTRS service are eligible to participate.

The District's future obligation to fund the plan is as follows:

Year Ended June 30		Principal		Interest		Total
2011	\$	35,305	\$	6,011	\$	41,316
2012		35,305		4,598		39,903
2013		35,306		3,188		38,494
Total	<u>\$</u>	105,916	<u>\$</u>	13,797	<u>\$</u>	119,713

NOTE 13 - STUDENT BODY FUNDS

The Student Body Funds often engage in activities, which involve cash transactions. These transactions are not subject to adequate internal accounting control prior to deposits being recorded in the bank accounts. It has been determined on a cost benefit basis that providing increased internal control in this area does not justify the additional costs that would be necessary to control receipts prior to the point of deposit.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2010

NOTE 14- COMMITMENTS AND CONTINGENCIES

A. State and Federal Allowances, Awards and Grants

The District has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. If the review or audit discloses exceptions, the District may incur a liability to grantor agencies.

The District has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursements will not be material.

B. Joint Ventures

The District participates in a joint venture under a joint powers agreement (JPA) with the Schools Insurance Group. The relationship between the District and the JPA is such that the JPA is not a component unit of the District for financial reporting purposes.

The JPA arranges for and/or provides coverage for its members. The JPA is governed by a board consisting of a representative from each member district. The board controls the operations of their JPA, including selection of management and approval of operating budgets independent of any influence by the member districts beyond their representation on the Board. Each member district pays a premium commensurate with the level of coverage requested and shares surpluses and deficits proportionately to their participation in the JPA.

C. Retiree Health Payment Options

In addition to pension benefits described in Note 10, Retirees meeting the eligibility criteria may provide additional service to the District, compensation for which shall be used for the purchase of the retiree's continued medical benefits. At the beginning of each school year the annual cost of retiree health benefits are calculated for retirees expressing interest to work in order to secure payment for health benefits. This annual cost is then divided by the retirees' final daily rate to determine number of days required to work. Retirees are paid through the payroll system and wages credited back to the District. Currently 28 retirees meet this eligibility requirement. The District pays the insurance premiums to maintain the level of coverage enjoyed by the retiree immediately preceding retirement. Expenditures for post-retirement health care benefits are recognized as the premiums are paid. During the year ended June 30, 2010, \$248,294 was recognized for post-employment health care. The District does not recognize a liability at June 30, 2010 for the future cost of providing these postemployment benefits since the District cost is contingent on the retiree continuing to be employed.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2010

NOTE 15 - TAX REVENUE ANTICIPATION NOTES

On April 27, 2010, the District issued \$2,800,602 in tax revenue anticipation notes (TRANS) with a yield rate of 1%. The TRANS are a general obligation of the District and are payable from revenue and cash receipts to be generated by the District. There are no contractual obligations related to the issuance other than the TRANS agreement. The note matures on December 30, 2010 and bears interest of 2.5%. Proceeds from the notes can be drawn upon throughout the period if cash shortages arise.

NOTE 16 - NEGATIVE ENDING FUND BALANCE

The Capital Facilities Fund ended the year with a negative ending fund balance of \$1,310,751. The negative fund balance will be eliminated by future program surpluses and transfer from other funds.

NOTE 17 - RESTATEMENT OF NET ASSETS

The amounts previously reported as net assets at June 30, 2009 on the Government-Wide Statement of Net Assets have been restated due to the understatement of longterm debt.

The effect of this restatement is a decrease in the June 30, 2009 net assets of \$1,775,808 as follows:

	Government-Wide Financial Statements			
Net Assets, June 30, 2009 as originally reported	\$	33,868,122		
Understatement of Accreted Interest General Obligation Bonds Payable Overstatement of Bond Premium		(1,892,742) 116,934		
Net adjustments		(1,775,808)		
Restated Net Assets as of June 30, 2009	\$	32,092,314		

REQUIRED SUPPLEMENTARY INFORMATION SECTION

.

CENTER JOINT UNIFIED SCHOOL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET (NON-GAAP) AND ACTUAL GENERAL FUND FOR THE FISCAL YEAR ENDED JUNE 30, 2010

	Budgetec	l Amounts		
	Original	Final	Actual (Budgetary Basis)	Variance with Final Budget Positive- (Negative)
REVENUES				
Revenue Limit Sources:	• • • • • • • • • • • • • • • • • • • •	•	• • • • • • • • • •	
State Apportionments	\$ 18,679,149	\$ 17,955,566	\$ 18,377,720	\$ 422,154
Local Sources	6,818,121	6,169,558	5,747,493	(422,065)
Total Revenue Limit	25,497,270	24,125,124	24,125,213	89
Federal Revenue	2,683,411	4,772,288	4,343,062	(429,226)
Other State Revenue	5,282,137	5,355,273	4,801,482	(553,791)
Other Local Revenue	2,372,990	2,375,092	2,095,729	(279,363)
Total Revenues	35,835,808	36,627,777	35,365,486	(1,262,291)
EXPENDITURES				
Certificated Salaries	18,660,401	19,289,653	19,594,675	(305,022)
Classified Salaries	6,187,857	6,407,592	6,300,464	107,128
Employee Benefits	6,838,729	7,052,370	7,105,377	(53,007)
Books and Supplies	1,589,899	2,216,867	874,621	1,342,246
Services and Other			·	
Operating Expenditures	3,592,638	4,150,758	4,148,133	2,625
Capital Outlay		26,421		26,421
Debt Service:				
Principal Retirement	265,777	265,777	265,777	
Interest and Fiscal Charges	11,657	11,657	11,657	
Other Outgo	75,979	272,541	121,098	151,443
Total Expenditures	37,222,937	39,693,636	38,421,802	1,271,834
Excess of Revenues				
Over (Under) Expenditures	(1,387,129)	(3,065,859)	(3,056,316)	9,543
Other Financing Sources (Uses):				
Operating Transfers In		100,000		(100,000)
Operating Transfers Out	(125,234)			
Other Sources		560,000	850,000	290,000
Total Other Financing				
Sources (Uses)	(125,234)	660,000	850,000	190,000
	(120,201)			
Excess of Revenues and				
Other Sources Over (Under)				
Expenditures and Other Uses	(1,512,363)	(2,405,859)	(2,206,316)	199,543
Fund Balances - July 1, 2009	3,412,269	5,920,827	5,920,827	0
Fund Balances - June 30, 2010	\$ 1,899,906	\$ 3,514,968	\$ 3,714,511	<u>\$ 199,543</u>

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THESE STATEMENTS

CENTER JOINT UNIFIED SCHOOL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET (NON-GAAP) AND ACTUAL DEFERRED MAINTENANCE FUND FOR THE FISCAL YEAR ENDED JUNE 30, 2010

	Budgeted Amounts							
	(Original		Final	Actual (Budgetary Basis)		Fina Pé	ance with al Budget ositive- egative)
REVENUES					•		•	105 005
Other State Revenue			\$	196,702	\$	382,027	\$	185,325
Other Local Revenue	\$	25,000		25,000		9,705		(15,295)
Total Revenues		25,000		221,702		391,732		170,030
EXPENDITURES								
Books and Supplies		25,000		294,778		34,145		260,633
Services and Other								
Operating Expenditures				145,518		50,080		95,438
Capital Outlay		<u>. </u>		118,822		88,046		30,776
Total Expenditures		25,000		559,118		172,271		386,847
Excess of Revenues								
Over (Under) Expenditures		. 0		(337,416)		219,461		556,877
Other Financing Sources (Uses):								
Operating Transfers Out				(500,000)				500,000
Other Uses						(850,000)		(850,000)
Total Other Financing								
Sources (Uses)		0		(500,000)		(850,000)		(350,000)
Excess of Revenues								
Over (Under) Expenditures								
and Other Uses		0		(837,416)		(630,539)		206,877
Fund Balances - July 1, 2009		484,640	a	937,417		937,417		0
Fund Balances - June 30, 2010	\$	484,640	\$	100,001	\$	306,878	\$	206,877

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THESE STATEMENTS

CENTER JOINT UNIFIED SCHOOL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET (NON-GAAP) AND ACTUAL SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY PROJECTS FOR THE FISCAL YEAR ENDED JUNE 30, 2010

		Budgeted Amounts						
	Original			Final	Actual (Budgetary Basis)		Variance with Final Budget Positive- (Negative)	
REVENUES Other Local Revenue	\$	120,000	\$	120,000	\$	22,833	5	(97,167)
Fund Balances - July 1, 2009	<u></u>	2,294,541		2,294,541		2,294,541		0
Fund Balances - June 30, 2010	\$	2,414,541	\$	2,414,541	\$	2,317,374	\$	(97,167)

SUPPLEMENTARY INFORMATION SECTION

.

.

ANTELOPE, CALIFORNIA

JUNE 30, 2010

ORGANIZATION

The Center Joint Unified School District was established on July 1, 1858 and comprises an area located in Sacramento and Placer Counties. There were no changes in the boundaries of the District during the current year. The District currently operates four elementary schools, one middle school and one high school. The District also maintains a continuation high school and an adult education program. The District is the authorizing LEA for Antelope View Charter School and Global Youth Charter School.

GOVERNING BOARD

Name	Office	<u>Term Expires</u>
Donald E. Wilson	President	2010
Libby Williams	Clerk	2010
Gary Blenner	Representative	2010
Nancy Anderson	Member	2012
MatthewL. Friedman	Member	2012

ADMINISTRATION

Scott Loehr Superintendent

Jeanne Bess Director of Fiscal Services

SCHEDULE OF AVERAGE DAILY ATTENDANCE

FOR THE FISCAL YEAR ENDED JUNE 30, 2010

<u>Elementary</u> Kindergarten First through Third Fourth through Sixth Seventh and Eighth Home and Hospital Special Education Total Elementary	Second Period <u>Report</u> 331 1,016 1,032 735 1 1 3,246	Annual <u>Report</u> 332 1,018 1,032 735 1 <u>132 3,250</u>
High School Grades Nine through Twelve Continuation Education Special Education Special Education - Extended Year Total High School Totals Antelope View Charter Sch	1,279 88 74 <u>1</u> <u>1,442</u> <u>4,688</u>	1,265 90 75 <u>1</u> <u>1,431</u> <u>4,681</u>
Elementary Grade Four through Six Classroom based ADA for Grade Four through Six Grade Seven through Eight Classroom based ADA for Grade Seven through Eight Secondary Grade Nine through Twelve Classroom based ADA Grade Nine through Twelve Totals Global Youth Charter Sch	9 - 46 - 113 	10 - 48 - 113 - - <u>171</u>
<u>Global Youth Charter Sch</u> <u>Secondary</u> Grade Nine through Twelve Classroom based ADA Grade Nine through Twelve Totals	<u>95</u> <u>95</u> <u>95</u>	94 94 94

Average daily attendance is a measurement of the numbers of pupils attending classes of the District and Charter Schools. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to the school districts. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THESE STATEMENTS

SCHEDULE OF INSTRUCTIONAL TIME OFFERED

Grade Level	1986-87 Minutes <u>Requirement</u>	1982-1983 Actual <u>Minutes</u>	2009-2010 <u>Actual Minutes</u>	Number of Days Traditional <u>Calendar</u>	<u>Status</u>
Kindergarten	36,000	29,920	36,150	180	In compliance
Grade 1	50,400	48,400	55,000	180	In compliance
Grade 2	50,400	48,400	55,000	180	In compliance
Grade 3	50,400	48,400	55,000	180	In compliance
Grade 4	54,000	50,160	55,000	180	In compliance
Grade 5	54,000	50,160	55,000	180	In compliance
Grade 6	54,000	50,160	59,178	180	In compliance
Grade 7	54,000	50,160	59,178	180	In compliance
Grade 8	54,000	50,160	59,178	180	In compliance
Grade 9	64,800	64,592	64,940	180	In compliance
Grade 10	64,800	64,592	64,940	180	In compliance
Grade 11	64,800	64,592	64,940	180	In compliance
Grade 12	64,800	64,592	64,940	180	In compliance

FOR THE FISCAL YEAR ENDED JUNE 30, 2010

The District has received incentive funding for increasing instructional time as provided by the Incentives for Longer Instructional Day. This schedule presents information on the amount of instruction time offered by the District and whether the District complied with the provisions of *Education Code* Sections 46200 through 46206.

Global Youth Charter School

<u>Grade Level</u>	1986-87 Minutes <u>Requirement</u>	1982-1983 Actual <u>Minutes</u>	2009-2010 <u>Actual Minutes</u>	Number of Days Traditional <u>Calendar</u>	<u>Status</u>
Grade 9	54,000	N/A	65,525	180	In compliance
Grade 10	54,000	N/A	65,525	180	In compliance
Grade 11	54,000	N/A	65,525	180	In compliance
Grade 12	64,800	N/A	65,525	180	In compliance

The Charter School must maintain its instructional minutes at the 1986-87 requirements as required by Education Code Section 47612.5.

SCHEDULE OF CHARTER SCHOOLS

FOR THE FISCAL YEAR ENDED JUNE 30, 2010

The District operated two charter schools during 2009-2010, Antelope View Charter School and Global Youth Charter School.

The financial activities of Antelope View Charter School and Global Youth Charter School are combined and presented in the Charter School Special Revenue Fund of the financial statements.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR FISCAL YEAR ENDED JUNE 30, 2010

Program Name:	Federal Catalog Number	Pass-Through Entity Identifying Number	Program Expenditures	Revenue Recognized
US Department of Agriculture:				
Passed Through California				
Department of Education (CDE):				
National School Lunch	10.555	13523	\$ 938,738	
Basic School Breakfast	10.553	13525	6,079	6,079
Especially Needy Breakfast	10.553	13526	182,387	182,387
Child Nutrition: Equipment Assistance Grants - ARRA	10.579	15006	6,078	6,078
Total US Department of Agriculture			1,133,282	1,133,282
US Department of Education:				
Passed Through CDE:				
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	84.010	14329	896,916	896,916
NCLB: ARRA Title I, Part A, Basic Grants Low Income and Neglected	84.389	15005	337,870	337,870
NCLB: Title I, Part G, Advanced Placement (AP) Test				
Fee Reimbursement Program	84.330	14831	2,300	2,300
NCLB: Title II, Teacher Quality	84.367	14341	193,169	193,169
NCLB: Title II, Part D, Enhancing Education Through				
Technology Competitive Grants	84.318	14334	6,464	6,464
NCLB: Title III, Limited English Proficient (LEP) Student Program	84.365	10084	69,250	69,250
NCLB: Title IV, Part A, Safe and Drug Free Schools and				
Communities, Formula Grants	84.186	14347	17,171	17,171
NCLB: Title X, McKinney-Vento Homeless Children Assistance Grants	84.196	14332	24,664	24,664
NCLB: ARRA Title X, McKinney-Vento Homeless Assistance	84.387	15120	10,836	10,836
Special Ed IDEA:				
ARRA IDEA Part B, Basic Local Assistance	84.391	15003	684,718	684,718
ARRA IDEA Part B, Preschool Local Entitlement	84.391	15002	40,965	40,965
ARRA IDEA Part B, Preschool Grants	84.392	15000	25,535	25,535
IDEA Basic Local Assistance Entitlement, Part B	84.027	13379	920,725	920,725
1DEA Preschool Local Entitlement, Part B,	84.027A	13682	44,400	44,400
Preschool Grants	84.173	13430	22,232	22,232
ARRA State Fiscal Stabilization Fund	84.394	25008	2,205,891	848,756
Vocational Programs: Voc & Appl Tech Secondary				
II C, Sec 131 (Carl Perkins Act)	84.048	13924	43,754	43,754
Total US Department of Education			5,546,860	4,189,725
US Department of Health and Human Services				
Medi-Cal Billing Option	93.778	10013	153,337	153,337
Total Federal Programs			\$ 6,833,479	\$ 5,476,344

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THESE STATEMENTS

CENTER JOINT UNIFIED SCHOOL DISTRICT RECONCILIATION OF UNAUDITED ACTUALS WITH AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2010

Auditor's Comments

The audited financial statements of all funds were in agreement with the Unaudited Actual Financial Report for the year ended June 30, 2010.

SCHEDULE OF FINANCIAL TRENDS AND ANALYSIS

FOR THE FISCAL YEAR ENDED JUNE 30, 2010

<u>General Fund</u>	(Budget) 2010-2011	2009-2010	2008-2009	2007-2008
Revenues and Other Financial Sources	\$ 34,145,012	\$ 36,215,486	\$ 40,626,670	\$ 40,899,223
Expenditures	35,794,335	38,421,802	40,102,794	40,461,587
Other Uses and Transfers Out	76,037	0	240,000	240,015
Total Outgo	35,870,372	38,421,802	40,342,794	40,701,602
Change in Fund Balance (decrease)	(1,725,360)	(2,206,316)	283,876	197,621
Ending Fund Balance	<u>\$ 1,789,608</u>	\$ 3,714,511	\$ 5,920,827	<u>\$ 5,636,951</u>
Available Reserves	<u>\$ 1,092,666</u>	<u>\$ 2,747,915</u>	\$ 2,102,219	\$ 4,919,734
Designated for Economic Uncertainties	<u>\$ 1,076,112</u>	<u>\$ 1,155,655</u>	<u>\$ 1,210,438</u>	<u>\$ 1,221,049</u>
Undesignated Fund Balance	\$ 16,554	\$ 1,592,260	<u>\$ 891,781</u>	\$ 3,698,685
Available Reserves as a Percentage of Total Outgo	3.05%	7.15%	5.21%	12.09%
Total Long-Term Debt	\$ 65,659,603	\$ 68,089,208	\$ 65,672,488	\$ 61,773,933
Average Daily Attendance at P-2 (excluding Adult Education and Charter School attendance)	4,699	4,688	4,867	5,091

This schedule discloses the District's financial trends by displaying past years' data along with current year budget information. These financial trend disclosures are used to evaluate the District's ability to continue as a going concern for a reasonable period of time.

The General Fund Balance has decreased by \$1,724,819 over the past three years. For a District this size the State recommends available reserves of at least 3 percent of total general fund expenditures, transfers out and other uses (total outgo).

Average Daily Attendance (ADA) as shown above has decreased 403 during the past two years.

The amounts presented as Budget 2010-2011 are presented for additional analysis and have not been audited.

CENTER JOINT UNIFIED SCHOOL DISTRICT COMBINING BALANCE SHEET NON-MAJOR FUNDS JUNE 30, 2010

		Charter School		Adult lucation	Dev	Child velopment		Cafeteria		Capital Facilities		County School Facilities		Totals
ASSETS Cash in County Treasury			\$	76,861	\$	191,541	\$	144,043			\$	1,031,306	\$	1,443,751
• •	\$	65,000	Ψ	70,001	Ψ	.,.,	Ŧ	36			•			65,036
Cash in Revolving Fund	•	,						550						550
Accounts Receivable		385,650		311		698		5,738				3,637		396,034
Stores Inventory								21,252						21,252
Prepaid Expenses								7,088						7,088
Total Assets	\$	450,650	\$	77,172	\$	192,239	\$	178,707	\$	0	\$	1,034,943	\$	1,933,711
LIABILITIES AND FUND BA	<u>LA1</u>	NCES												
Liabilities:														
Denen Cubit Dulation	\$	129,234							\$	1,306,834	•		\$	1,436,068
Accounts Payable		2,751	\$	14	\$	63,395	\$	4,096		3,917	\$	270		74,443
Due to Other Funds		141,456		176		28,385		1,985						172,002 25,727
Deferred Revenue						25,727	•		·		_			23,121
Total Liabilities		273,441		190		117,507		6,081		1,310,751		270		1,708,240
Fund Balances:														
Reserved								28,890						28,890
Unreserved														
Undesignated (Deficit)		177,209		76,982	·	74,732		143,736		(1,310,751)		1,034,673		196,581
Total Fund Balances (Deficit))	177,209	. —	76,982		74,732		172,626		(1,310,751)		1,034,673	. —	225,471
Total Liabilities and														
Fund Balances	\$	450,650	<u>\$</u>	77,172	<u>\$</u>	192,239	\$	178,707	_ <u>\$</u>	0	؟ = =	1,034,943	\$	1,933,711

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THESE STATEMENTS

CENTER JOINT UNIFIED SCHOOL DISTRICT COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES NON-MAJOR FUNDS FOR THE FISCAL YEAR ENDED JUNE 30, 2010

	Charte School		Adult	Dev	Child velopment	Cafeteria	Capita Facilitie			County School Facilities	 Totals
REVENUES Revenue Limit Sources: State Apportionment Local Sources	\$ 1,191,9 305,9										\$ 1,191,924 305,982
Federal Sources: Child Nutrition Program						\$ 1,133,282					1,133,282
Other State Sources: State Nutrition Program Other	154,	392	\$ 5	\$	720,736	100,289					100,289 875,633
Other Local Sources: Other	85,	431	35,769		865	 446,759	\$ 4,	539	<u>s</u>	20,714	 594,077
Total Revenues	1,738,	229	 35,774		721,601	 1,680,330	4,	539		20,714	 4,201,187
EXPENDITURES Certificated Salaries	927,		78,826			 					1,006,455
Classified Salaries Employee Benefits	278, 316,		19,831 20,351			598,427 238,180					896,922 574,739
Books and Supplies Services and Other	54,	687	3,420			759,123					817,230
Operating Expenditures Capital Outlay Debt Service:	98,	436	1,215 9,955		652,078	39,212				11,634	790,941 21,589
Debt Service: Interest and Fiscal Charges Other Outgo		531 334	 		28,385	 726	12,	,934			 16,191 116,719
Total Expenditures	1,766,	489	 133,598		680,463	 1,635,668	12	,934		11,634	 4,240,786
Excess of Revenues Over (Under) Expenditures	(28	,260)	(97,824)		41,138	44,662	(8	,395)		9,080	(39,59 9)
Fund Balances (Deficit) - July 1, 2009	205	,469	 174,806		33,594	 127,964	(1,302	,356)		1,025,593	 265,070
Fund Balances (Deficit) - June 30, 2010	<u>\$ 177</u>	,209	\$ 76,982	\$	74,732	\$ 172,626	\$ (1,310	,751)	\$	1,034,673	\$ 225,471

CENTER JOINT UNIFIED SCHOOL DISTRICT COMBINING STATEMENT OF CHANGES IN ASSETS AND LIABILITIES AGENCY FUNDS FOR THE FISCAL YEAR ENDED JUNE 30, 2010

SPINELLI ELEMENTARY SCHOOLS10,239S17,477S19,718SCashS10,239S17,477S19,718SDue to Student GroupsS10,239S17,477S19,718SOAK HILL ELEMENTARY SCHOOLS $33,22$ S $63,114$ S $61,409$ SCashS $6,332$ S $63,114$ S $61,409$ SLIABILITIESDue to Student GroupsS $6,332$ S $63,114$ S $61,409$ SNORTH COUNTRY ELEMENTARY SCHOOLASSETS CashS $15,090$ S $33,612$ S $36,811$ SDue to Student GroupsS $15,090$ S $33,612$ S $36,811$ SDue to Student GroupsS $15,090$ S $33,612$ S $36,811$ SDUDLEY ELEMENTARY SCHOOLASSETS CashS $8,872$ S $37,436$ S $45,067$ SUABILITIESDue to Student GroupsS $8,872$ S $37,436$ S $45,067$ SDue to Student GroupsS $8,872$ S $37,436$ S $45,067$ SMILSON C. RILES MIDDLE SCHOOLASSETS CashS $110,331$ S $102,831$ SLIABILITIESLIABILITIESLIABILITIESLIABILITIESLIABILITIESLIABILITIESDue to Student GroupsS $8,872$ S $37,436$ S $45,067$ SLIABILITIESLI	ance 7,998 7,998 8,037 8,037 11,891 11,891 1,241
ASSETS Cash \$ 10,239 \$ 17,477 \$ 19,718 \$ LLABILLTIES Due to Student Groups \$ 10,239 \$ 17,477 \$ 19,718 \$ OAK HILL ELEMENTARY SCHOOL \$ \$ 10,239 \$ 17,477 \$ 19,718 \$ ASSETS \$ 6,332 \$ 63,114 \$ 61,409 \$ Cash \$ 6,332 \$ 63,114 \$ 61,409 \$ LIABILITIES Due to Student Groups \$ 6,332 \$ 63,114 \$ 61,409 \$ NORTH COUNTRY ELEMENTARY SCHOOL \$ \$ 33,612 \$ 36,811 \$ ASSETS Cash \$ 15,090 \$ 33,612 \$ 36,811 \$ Due to Student Groups \$ 15,090 \$ 33,612 \$ 36,811 \$ DUDLEY ELEMENTARY SCHOOL \$ \$ 37,436 \$ 45,067 \$ ASSETS Cash \$ 8,872 \$ 37,436 <th>7,998 8,037 8,037 11,891 11,891</br></th>	7,998 8,037 8,037
LIABILITIES Due to Student Groups\$ $10,239$ \$ $17,477$ \$ $19,718$ \$OAK HILL ELEMENTARY SCHOOL ASSETS Cash\$ $6,332$ \$ $63,114$ \$ $61,409$ \$LIABILITIES Due to Student Groups\$ $6,332$ \$ $63,114$ \$ $61,409$ \$NORTH COUNTRY ELEMENTARY SCHOOL ASSETS Cash\$ $6,332$ \$ $63,114$ \$ $61,409$ \$NORTH COUNTRY ELEMENTARY SCHOOL ASSETS Cash\$\$ $15,090$ \$ $33,612$ \$ $36,811$ \$DUDLEY ELEMENTARY SCHOOL ASSETS Cash\$\$ $15,090$ \$ $33,612$ \$ $36,811$ \$DUDLEY ELEMENTARY SCHOOL ASSETS Cash\$ $8,872$ \$ $37,436$ \$ $45,067$ \$UIABILITIES Due to Student Groups\$ $8,872$ \$ $37,436$ \$ $45,067$ \$MILSON C. RILES MIDDLE SCHOOL ASSETS Cash\$ $8,872$ \$ $37,436$ \$ $45,067$ \$MILSON C. RILES MIDDLE SCHOOL ASSETS Cash\$ $17,426$ \$ $110,331$ \$ $102,831$ \$	7,998 8,037 8,037 11,891 11,891
Due to Student Groups \$ 10,239 \$ 17,477 \$ 19,718 \$ OAK HILL ELEMENTARY SCHOOL ASSETS Cash \$ 6,332 \$ 63,114 \$ 61,409 \$ LIABILITIES Due to Student Groups \$ 6,332 \$ 63,114 \$ 61,409 \$ NORTH COUNTRY ELEMENTARY SCHOOL \$ \$ 6,332 \$ 63,114 \$ 61,409 \$ NORTH COUNTRY ELEMENTARY SCHOOL \$ \$ 6,332 \$ 63,114 \$ 61,409 \$ NORTH COUNTRY ELEMENTARY SCHOOL \$ \$ 33,612 \$ 36,811 \$ LIABILITIES \$ 15,090 \$ 33,612 \$ 36,811 \$ DUDLEY ELEMENTARY SCHOOL \$ \$ 8,872 \$ 37,436 \$ 45,067 \$ LIABILITIES \$ 8,872 \$ 37,436 \$ 45,067 \$ ULABILTIES \$ 8,	8,037 8,037 11,891 11,891
OAK HILL ELEMENTARY SCHOOLASSETS Cash\$ $6,332$ \$ $63,114$ \$ $61,409$ \$LIABILITIES Due to Student Groups\$ $6,332$ \$ $63,114$ \$ $61,409$ \$NORTH COUNTRY ELEMENTARY SCHOOL ASSETS Cash\$ $6,332$ \$ $63,114$ \$ $61,409$ \$UABILITIES Due to Student Groups\$ 5 $15,090$ \$ $33,612$ \$ $36,811$ \$DUDLEY ELEMENTARY SCHOOL ASSETS Cash\$ $15,090$ \$ $33,612$ \$ $36,811$ \$DUDLEY ELEMENTARY SCHOOL ASSETS Cash\$ $8,872$ \$ $37,436$ \$ $45,067$ \$UIABILITIES Due to Student Groups\$\$ $8,872$ \$ $37,436$ \$ $45,067$ \$MILSON C. RILES MIDDLE SCHOOL ASSETS Cash\$ $17,426$ \$ $110,331$ \$ $102,831$ \$LIABILITIES Cash\$ $17,426$ \$ $110,331$ \$ $102,831$ \$	8,037 8,037 11,891 11,891
ASSETS Cash \$ 6,332 \$ 63,114 \$ 61,409 \$ LIABILITIES Due to Student Groups \$ 6,332 \$ 63,114 \$ 61,409 \$ NORTH COUNTRY ELEMENTARY SCHOOL \$ 6,332 \$ 63,114 \$ 61,409 \$ ASSETS Cash \$ 6,332 \$ 63,114 \$ 61,409 \$ LIABILITIES \$ 6,332 \$ 63,114 \$ 61,409 \$ Due to Student Groups \$ \$ 15,090 \$ 33,612 \$ 36,811 \$ Due to Student Groups \$ \$ 15,090 \$ 33,612 \$ 36,811 \$ DUDLEY ELEMENTARY SCHOOL \$ \$ 33,612 \$ 36,811 \$ ASSETS Cash \$ 8,872 \$ 37,436 \$ 45,067 \$ ULABILITIES \$ 8,872 \$ 37,436 \$ 45,067 \$ MILABILTIES \$ 8,872 \$ 37,436 \$ 45,067	8,037 11,891 11,891
Cash \$ 6,332 \$ 63,114 \$ 61,409 \$ LIABILITIES Due to Student Groups \$ 6,332 \$ 63,114 \$ 61,409 \$ NORTH COUNTRY ELEMENTARY SCHOOL \$ 6,332 \$ 63,114 \$ 61,409 \$ ASSETS Cash \$ 6,332 \$ 63,114 \$ 61,409 \$ Cash \$ 15,090 \$ 33,612 \$ 36,811 \$ LIABILITIES Due to Student Groups \$ 15,090 \$ 33,612 \$ 36,811 \$ DUDLEY ELEMENTARY SCHOOL \$ 15,090 \$ 33,612 \$ 36,811 \$ ASSETS \$ 15,090 \$ 33,612 \$ 36,811 \$ DUDLEY ELEMENTARY SCHOOL \$ \$ 8,872 \$ 37,436 \$ 45,067 \$ LIABILITIES \$ 8,872 \$ 37,436 \$ 45,067 \$ WILSON C. RILES MIDDLE SCHOOL \$ \$ 10,2,831<	8,037 11,891 11,891
LIABILITIES Due to Student Groups\$ $6,332$ \$ $63,114$ \$ $61,409$ \$NORTH COUNTRY ELEMENTARY SCHOOL ASSETS Cash\$15,090\$ $33,612$ \$ $36,811$ \$LIABILITIES Due to Student Groups\$15,090\$ $33,612$ \$ $36,811$ \$DUDLEY ELEMENTARY SCHOOL ASSETS Cash\$ $15,090$ \$ $33,612$ \$ $36,811$ \$DUDLEY ELEMENTARY SCHOOL ASSETS Cash\$ $8,872$ \$ $37,436$ \$ $45,067$ \$LIABILITIES Due to Student Groups\$ $8,872$ \$ $37,436$ \$ $45,067$ \$MILSON C. RILES MIDDLE SCHOOL ASSETS Cash\$ $17,426$ \$ $110,331$ \$ $102,831$ \$LIABILITIES LIABILITIES\$ $17,426$ \$ $110,331$ \$ $102,831$ \$	8,037 11,891 11,891
Due to Student Groups \$ 6,332 \$ 63,114 \$ 61,409 \$ NORTH COUNTRY ELEMENTARY SCHOOL ASSETS Cash \$ 15,090 \$ 33,612 \$ 36,811 \$ LIABILITIES Due to Student Groups \$ 15,090 \$ 33,612 \$ 36,811 \$ DUDLEY ELEMENTARY SCHOOL \$ 15,090 \$ 33,612 \$ 36,811 \$ DUDLEY ELEMENTARY SCHOOL \$ 15,090 \$ 33,612 \$ 36,811 \$ DUDLEY ELEMENTARY SCHOOL \$ 15,090 \$ 33,612 \$ 36,811 \$ ASSETS Cash \$ 15,090 \$ 37,436 \$ 45,067 \$ LIABILITIES Due to Student Groups \$ 8,872 \$ 37,436 \$ 45,067 \$ WILSON C. RILES MIDDLE SCHOOL \$ \$ 8,872 \$ 10,331 \$ 102,831 \$ ASSETS Cash \$ 17,426 \$ 110,331 \$ 102,831 \$	11,891 11,891
NORTH COUNTRY ELEMENTARY SCHOOLASSETS Cash\$15,090\$33,612\$36,811\$LIABILITIES\$15,090\$33,612\$36,811\$DUDLEY ELEMENTARY SCHOOL\$15,090\$33,612\$36,811\$ASSETS Cash\$8,872\$37,436\$45,067\$LIABILITIES\$\$8,872\$37,436\$45,067\$Due to Student Groups\$\$8,872\$37,436\$45,067\$WILSON C. RILES MIDDLE SCHOOL\$\$102,831\$102,831\$\$LIABILITIES\$\$17,426\$\$110,331\$102,831\$	11,891 11,891
ASSETS Cash \$ 15,090 \$ 33,612 \$ 36,811 \$ LIABILITIES \$ 15,090 \$ 33,612 \$ 36,811 \$ Due to Student Groups \$ 15,090 \$ 33,612 \$ 36,811 \$ DUDLEY ELEMENTARY SCHOOL \$ 15,090 \$ 33,612 \$ 36,811 \$ ASSETS Cash \$ 15,090 \$ 33,612 \$ 36,811 \$ LIABILITIES \$ \$ 15,090 \$ 33,612 \$ 36,811 \$ ASSETS Cash \$ 15,090 \$ 33,612 \$ \$ 45,067 \$ ULABILITIES \$ 8,872 \$ 37,436 \$ 45,067 \$ WILSON C. RILES MIDDLE SCHOOL \$ \$ 37,436 \$ 45,067 \$ Cash \$ 17,426 \$ 110,331 \$ 102,831 \$ LIABILITIES \$ \$ \$ \$ \$ \$ \$ <td>11,891</td>	11,891
ASSETS Cash \$ 15,090 \$ 33,612 \$ 36,811 \$ LIABILITIES \$ 15,090 \$ 33,612 \$ 36,811 \$ Due to Student Groups \$ 15,090 \$ 33,612 \$ 36,811 \$ DUDLEY ELEMENTARY SCHOOL \$ 15,090 \$ 33,612 \$ 36,811 \$ ASSETS Cash \$ 15,090 \$ 33,612 \$ 36,811 \$ LIABILITIES \$ \$ 15,090 \$ 33,612 \$ 36,811 \$ ASSETS Cash \$ 15,090 \$ 33,612 \$ \$ 45,067 \$ ULABILITIES \$ 8,872 \$ 37,436 \$ 45,067 \$ WILSON C. RILES MIDDLE SCHOOL \$ \$ 37,436 \$ 45,067 \$ Cash \$ 17,426 \$ 110,331 \$ 102,831 \$ LIABILITIES \$ \$ \$ \$ \$ \$ \$ <td>11,891</td>	11,891
LIABILITIES \$ 15,090 \$ 33,612 \$ 36,811 \$ DUDLEY ELEMENTARY SCHOOL ASSETS \$ 15,090 \$ 37,436 \$ 45,067 \$ ASSETS Cash \$ 8,872 \$ 37,436 \$ 45,067 \$ LIABILITIES Due to Student Groups \$ 8,872 \$ 37,436 \$ 45,067 \$ WILSON C. RILES MIDDLE SCHOOL \$ 8,872 \$ 37,436 \$ 45,067 \$ ASSETS Cash \$ 17,426 \$ 110,331 \$ 102,831 \$ LIABILITIES \$ 17,426 \$ 110,331 \$ 102,831 \$	11,891
LIABILITIESDue to Student Groups\$ 15,090\$ 33,612\$ 36,811\$DUDLEY ELEMENTARY SCHOOLASSETS Cash\$ 8,872\$ 37,436\$ 45,067\$LIABILITIESDue to Student Groups\$ 8,872\$ 37,436\$ 45,067\$WILSON C. RILES MIDDLE SCHOOLASSETS Cash\$ 17,426\$ 110,331\$ 102,831\$	11,891
DUDLEY ELEMENTARY SCHOOL ASSETS Cash \$ 8,872 \$ 37,436 \$ 45,067 \$ LIABILITIES Due to Student Groups \$ 8,872 \$ 37,436 \$ 45,067 \$ WILSON C. RILES MIDDLE SCHOOL ASSETS Cash \$ 17,426 \$ 110,331 \$ 102,831 \$ LIABILITIES	
DUDLEY ELEMENTARY SCHOOL ASSETS Cash \$ 8,872 \$ 37,436 \$ 45,067 \$ LIABILITIES Due to Student Groups \$ 8,872 \$ 37,436 \$ 45,067 \$ WILSON C. RILES MIDDLE SCHOOL ASSETS Cash \$ 17,426 \$ 110,331 \$ 102,831 \$ LIABILITIES	
ASSETS Cash \$ 8,872 \$ 37,436 \$ 45,067 \$ LIABILITIES Due to Student Groups \$ 8,872 \$ 37,436 \$ 45,067 \$ WILSON C. RILES MIDDLE SCHOOL \$ 8,872 \$ 37,436 \$ 45,067 \$ ASSETS Cash \$ 17,426 \$ 110,331 \$ 102,831 \$ LIABILITIES \$ \$ 17,426 \$ \$ 102,831 \$	1,241
Cash \$ 8,872 \$ 37,436 \$ 45,067 \$ LIABILITIES Due to Student Groups \$ 8,872 \$ 37,436 \$ 45,067 \$ WILSON C. RILES MIDDLE SCHOOL \$ 8,872 \$ 37,436 \$ 45,067 \$ ASSETS Cash \$ 17,426 \$ 110,331 \$ 102,831 \$ LIABILITIES \$ 17,426 \$ 110,331 \$ 102,831 \$	1,241
LIABILITIES \$ 8,872 \$ 37,436 \$ 45,067 \$ Due to Student Groups \$ 8,872 \$ 37,436 \$ 45,067 \$ WILSON C. RILES MIDDLE SCHOOL ASSETS Cash \$ 17,426 \$ 110,331 \$ 102,831 \$ LIABILITIES \$ 17,426 \$ 110,331 \$ 102,831 \$	
Due to Student Groups \$ 8,872 \$ 37,436 \$ 45,067 \$ WILSON C. RILES MIDDLE SCHOOL ASSETS Cash \$ 17,426 \$ 110,331 \$ 102,831 \$ LIABILITIES \$ 17,426 \$ 110,331 \$ 102,831 \$	
WILSON C. RILES MIDDLE SCHOOL ASSETS Cash \$ 17,426 \$ 110,331 \$ 102,831 \$ LIABILITIES	1,241
ASSETS Cash \$ 17,426 \$ 110,331 \$ 102,831 \$ LIABILITIES	
Cash \$ 17,426 \$ 110,331 \$ 102,831 \$ LIABILITIES \$ 17,426 \$ 110,331 \$ 102,831 \$	
LIABILITIES	24,926
	24,720
Due to Student Groups \$ 17,426 \$ 110,331 \$ 102,831 \$	24,926
CENTER HIGH SCHOOL	
ASSETS Cash \$ 133,198 \$ 459,530 \$ 544,570 \$	40.150
Cash \$ 133,198 \$ 459,530 \$ 544,570 \$ LIABILITIES -	48,158
	48,158
	10,100
MCCLELLAN HIGH SCHOOL ASSETS	
	1 000
Cash <u>\$ 2,598</u> <u>\$ 2,562</u> <u>\$ 3,257</u> <u>\$</u> LIABILITIES	1,903
Due to Student Groups \$ 2,598 \$ 2,562 \$ 3,257 \$	1 002
	1,903
ANTELOPE VIEW CHARTER	
ASSETS	
Cash <u>\$ 0 </u> \$ 3,155 <u>\$ 2,428</u> \$	727
LIABILITIES	807
Due to Student Groups \$ 0 \$ 3,155 \$ 2,428 \$	727
TOTAL AGENCY FUNDS	
ASSETS	
	04,881
Due to Student Groups \$ 193,755 \$ 727,217 \$ 816,091 \$ 1	04,881

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THESE STATEMENTS

NOTES TO SUPPLEMENTARY INFORMATION

FOR THE YEAR ENDED JUNE 30, 2010

NOTE 1 - PURPOSE OF STATEMENTS AND SCHEDULES

A. Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

In accordance with Governmental Accounting Standards Board (GASB) Statement No. 34, the District is required to present a Schedule of Revenues, Expenditures, and Changes in Fund Balance budgetary comparison for the General Fund and each Major Special Revenue Fund that has an adopted budget. This schedule presents the original adopted budget, final adopted budget, and the actual revenues and expenditures of each of these funds by object.

B. Schedule of Average Daily Attendance

Average daily attendance is a measurement of the number of pupils attending classes of the District. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to school districts. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

C. Schedule of Instructional Time

The District has received incentive funding for increasing instructional time as provided by the Incentives for Longer Instructional Day. This schedule presents information on the amount of instructional time and number of days offered by the District and whether the District complied with the provisions of Education Code Sections 46201 through 46206.

D. Schedule of Charter Schools

This schedule is provided to list all charter schools chartered by the District and displays information for each charter school as to whether or not the charter school is included in the District audit.

E. Schedule of Expenditures of Federal Awards

The accompanying schedule of expenditures of Federal awards includes the Federal grant activity of the District and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with requirements of the United States Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

F. Reconciliation of Unaudited Actual Financial Report with Audited Financial Statements

This schedule provides the information necessary to reconcile the fund balances of all funds and the total liabilities balance of the general long-term debt account group as reported on the Unaudited Actual Financial Report to the audited financial statements.

G. Schedule of Financial Trends and Analysis

This schedule is presented to improve the evaluation and reporting of the going concern status of the District.

H. Combining Statements and Individual Fund Schedules

Combining statements and individual fund schedules are presented for purposes of additional analysis, and are not a required part of the District's basic financial statements. These statements and schedules present more detailed information about the financial position and financial activities of the District's individual funds.

OTHER INDEPENDENT AUDITOR'S REPORTS SECTION

٠

.

.

•



JOHN L GOODELL, CPA VIRGINIA K PORTER, CPA BEVERLY A SANCHEZ, CPA SUZY H BRIGHT, CPA RICHARD J GOODELL, CPA

REPORT ON STATE COMPLIANCE

Board of Trustees Center Joint Unified School District Antelope, California

We have audited the accompanying financial statements of the governmental activities, each major fund and the aggregate remaining fund information of the Center Joint Unified School District, as of and for the year ended June 30, 2010, and have issued our report thereon dated December 6, 2010.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards for financial and compliance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *Standards and Procedures for Audits of California K-12 Local Education Agencies 2009-10*, published by the Education Audit Appeals Panel. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

The District's management is responsible for the District's compliance with laws and regulations. In connection with the audit referred to above, we selected and tested transactions and records to determine the District's compliance with the state laws and regulations applicable to the following items:

Description	Procedures in <u>the Audit Guide</u>	Procedures <u>Performed</u>
Attendance reporting	8	Yes
Kindergarten Continuance	3	Yes
Independent study	23	Not Applicable
Continuation education	10	Yes
Instructional Time:		
School Districts	6	Yes
County Offices of Education	3	Not Applicable

Center Joint Unified School District Board of Trustees Page Two

Description	Procedures in <u>the Audit Guide</u>	Procedures <u>Performed</u>
Instructional Materials:		
General Requirements	8	Yes
Ratios of Administrative Employees to Teachers	1	Yes
Classroom Teacher Salaries	1	Yes
Early Retirement Incentive Program	4	Not Applicable
GANN Limit calculation	1	Yes
School Accountability Report Card	3	Yes
Public Hearing Requirement - Receipt of Funds	1	Yes
Class Size Reduction (Including Charter Schools):		
General Requirements	7	Yes
Option One	3	Yes
Option Two	4	Not Applicable
Districts or Charter Schools with only one school serving	K-3 4	Not Applicable
After School Education and Safety Program:		••
General Requirements	4	Not Applicable
After School	4	Not Applicable
Before School	5	Not Applicable
Charter Schools:		•••
Contemporaneous Records of Attendance	1	Yes
Mode of Instruction, for charter schools	1	Yes
Non Classroom-Based Instruction/Independent Stud	ly 15	Yes
Determination of Funding for Non Classroom-Based		
Instruction	3	Yes
Annual Instructional Minutes - Classroom Based	3	Yes

Based on our audit, we found that, for the items tested, the Center Joint Unified School District complied with the state laws and regulations referred to above. Further, based on the examination, for items not tested, nothing came to our attention to indicate that the Center Joint Unified School District had not complied with the state laws and regulations.

This report is intended solely for the information and use of the District Board, management, State Controller's Office, Department of Finance, Department of Education and pass-through entities and is not intended to be and should not be used by anyone other than the specified parties.

GOODELL, PORTER, SANCHEZ & BRIGHT, LLP

Certified Public Accountants

December 6, 2010



JOHN L GOODELL, CPA VIRGINIA K PORTER, CPA BEVERLY A SANCHEZ, CPA SUZY H. BRIGHT, CPA RICHARD J. GOODELL, CPA

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Trustees Center Joint Unified School District Antelope, California

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Center Joint Unified School District as of and for the year ended June 30, 2010, which collectively comprise the Center Joint Unified School District's basic financial statements and have issued our report thereon dated December 6, 2010. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Center Joint Unified School District's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Center Joint Unified School District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Center Joint Unified School District's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Board of Education Center Joint Unified School District Page Two

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above. However, we identified certain deficiencies in internal control over financial reporting described as findings 2010-1, 2010-2 and 2010-3 in the accompanying schedule of findings and questioned costs that we consider to be significant deficiencies in internal control over financial reporting. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Center Joint Unified School District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no internal control instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Center Joint Unified School District's responses to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. We did not audit Center Joint Unified School District's responses and, accordingly, we express no opinion on them.

This report is intended solely for the information and use of the District Board and management and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Hoodell, Pater, Sarahay & Bright, LLP

GOODELL, PORTER, SANCHEZ & BRIGHT, LLP Certified Public Accountants

December 6, 2010



JOHN I. GCODELL, CPA VIRGINIA K. PORTER, CPA BEVERLY A. SANCHEZ, CPA SUZY H. BRIGHT, CPA RICHARD J. GOODELL, CPA

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH REQUIREMENTS THAT COULD HAVE A DIRECT AND MATERIAL EFFECT ON EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

Board of Education Center Joint Unified School District Antelope, California

Compliance

We have audited Center Joint Unified School District's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement that could have a direct and material effect on each of the Center Joint Unified School District's major federal programs for the year ended June 30, 2010. Center Joint Unified School District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to its major federal program is the responsibility of Center Joint Unified School District's management. Our responsibility is to express an opinion on Center Joint Unified School District's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Center Joint Unified School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides reasonable basis for our opinion. Our audit does not provide a legal determination of Center Joint Unified School District's compliance with those requirements.

Board of Education Center Joint Unified School District Page Two

In our opinion, Center Joint Unified School District complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2010.

Internal Control Over Compliance

The management of Center Joint Unified School District is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts and grants applicable to federal programs. In planning and performing our audit, we considered Center Joint Unified School District's internal control over compliance with the requirements that could have a direct and material effect on a major federal program to determine the auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Center Joint Unified School District's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in the internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that a material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

This report is intended solely for the information and use of the District Board and management and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specific parties.

Dochall, Prote, Dorchay & Bright, LLP

GOODELL, PORTER, SANCHEZ & BRIGHT, LLP Certified Public Accountants

December 6, 2010

FINDINGS AND QUESTIONED COSTS SECTION

SUMMARY OF FINDINGS AND QUESTIONED COSTS

JUNE 30, 2010

Section I - Summary of Auditor's I	Results		
Financial Statements			
Type of auditor's report issued:		Unqualified	
Internal control over financial reportin Material weakness(es) identified? Significant deficiency(ies) identified that are not considered to be mater weakness?	đ	Yes	<u>x</u> No None reported
Noncompliance material to financial statements noted?		Yes	<u>_x_</u> No
Federal Awards			
Internal control over financial reportir Material weakness(es) identified? Significant deficiency(ies) identified that are not considered to be mater	d	Yes	<u>x</u> No
weakness?		Yes	<u>x</u> None reported
Type of auditor's report issued on compliance for major programs		Unqualified	
Any audit findings disclosed that are required to be reported in accordance with Section 510 (a) of OMB Circular		Yes	<u>_x_</u> No
Identification of major programs			
CFDA Number	Name of Federal Progra	m or Cluster	
84.394 84.010, 84.389 84.027, 84.027A, 84.173 84.391, 84.392 84.367	ARRA: State Fiscal Sta NCLB: Title I Program Special Education Prog NCLB: Title II, Teache	Cluster ram Cluster	I
Dollar threshold used to distinguish between Type A and Type B program		\$ 300,000	
Auditee qualified as low-risk auditee	?	Yes	<u>x</u> No
State Awards			
Internal control over state programs: Material weakness(es) identified? Significant deficiency(ies) identifie that are not considered to be mate weakness?	d	Yes	<u>x</u> No <u>x</u> None reported
Type of auditor's report issued on cor for state programs:	npliance 68	Unqualified	

SUMMARY OF FINDINGS AND QUESTIONED COSTS

JUNE 30, 2010

Section II - Financial Statements Findings

2010 - 1 - DEFICIT SPENDING - CHARTER SCHOOL FUND - 60000

<u>Specific Requirement That Was Not Complied with:</u> Sound accounting policies require management to approve budget reports which do not result in deficit spending. Also, sound accounting policies require management to review and monitor expenditure reports on a regular basis to ensure expenditures do not exceed appropriations.

<u>Finding</u>: The Charter School Fund has deficit spent in the current year which resulted in a decrease of \$28,260 or 16% of the funds final audited balance. Additionally, as described in Note 10, the proposed settlement of an audit finding for a prior year will, at a minimum, negatively impact the Charter School Fund by \$48,250 in each of the next eight (8) years.

<u>Effect:</u> The Charter School Fund, if allowed to continue deficit spending, will eventually encroach upon the General Fund which would cause additional financial hardship to the District.

<u>Recommendation</u>: We recommend a multi-year budget be developed which should include the provision for the payback of the State assessed penalty. The budget's goal should be to eliminate deficit spending. The actual activity should be compared to the budget throughout the year and the budget revised for short-falls in anticipated revenues. Additionally, no expenditures should be approved that exceed appropriations unless a new funding source is identified. Further, we recommend the District exercise careful oversight of the budget formulation and monitor expenditures.

<u>District Response:</u> Antelope View Charter School (AVCS) is fully aware of the potential fine for the current and future years as a result of the finding for the fiscal year that ended June 30, 2007. The current and future year budgets will include the reserve for the repayment of the fine once it is agreed upon by all parties. As of the end of the audit year, a proposed agreement had not been reached. The District will require balanced and reserved budgets from AVCS until the finding has been settled and funds cleared. Additional oversight of AVCS will be conducted on a monthly basis.

2010 - 2 - EXCESS VACATION CARRYOVER - 60000

<u>Specific Requirement That Was Not Complied With:</u> District policy limits the amount of unused vacation which an employee may carryover to a subsequent year. The amount allowed to be carried over to the subsequent year is calculated based on the employee's years of District service.

<u>Finding:</u> During our audit of accrued vacation liabilities, we noted several employees have vacation balances above the maximum allowed by District policy. At June 30, 2010, eight (8) employees carried over vacation balances in excess of District policy.

<u>Effect:</u> If employees with substantial vacation balances left the District and the District had to pay the employee the accumulated vacation time, the financial impact to the District could be significant.

SUMMARY OF FINDINGS AND QUESTIONED COSTS

JUNE 30, 2010

Section II - Financial Statements Findings (Concluded)

2010 - 2 - EXCESS VACATION CARRYOVER - 60000 (CONCLUDED)

<u>Recommendation</u>: We recommend the District enforce the existing policy by requiring employees to use excess time by the end of each fiscal year. In the future, the policy could be revised to provide for a "use of lose" policy or pay-off of excess time annually.

<u>District Response:</u> The District is working towards the elimination of excess vacation by requiring employees to follow the bargaining unit agreements. The office of our Chief Administrative Officer has sent letters to all employees and their supervisors asking for a calendar of scheduled vacation days to exhaust the excess leaves. The office is also requesting monthly vacation reports from the payroll department to track the progress of employees that hold excess vacation.

2010 - 3 - STUDENT BODY - CASH DISBURSEMENTS - 30000

<u>Specific Requirement That Was Not Complied With:</u> Sound accounting practices require disbursements from student body accounts be supported by adequate documentation. California Associated Student Body Manual also requires payments made from student body funds should be made for student purposes, not that of District employees.

<u>Finding</u>: During our audit of the student body account at Center High School, we noted four (4) disbursements out of twenty (20) selected for testing did not have supporting documentation for the purchase. We also noted a barbeque function was held for coaches of sports teams, paid for with Student Body funds, and students were not present.

<u>Effect:</u> Without supporting documentation for each disbursement, unauthorized expenditures may be made from student body accounts and not be detected. Also, if students are not at events, the event is considered an improper use of student funds.

<u>Recommendation</u>: In order to strengthen internal controls over student body purchases, we recommend all payments be made on invoices which indicate the name of the student organization, a detail of items or services purchased, a date and dollar amount. We also recommend all purchases for supplies or services be reviewed by an authorized District employee to ensure the expenditure is an appropriate Student Body expense.

<u>District Response</u>: The District agrees with this finding and did not observe this discrepancy during our own internal audit. We will increase the depth and frequency of our in house audits. All expenses will be reviewed to include the authorization, detail, date, and dollar amounts. All events using student raised funds will be available for students to attend.

SUMMARY OF FINDINGS AND QUESTIONED COSTS

JUNE 30, 2010

Section III - Federal Award Findings and Questioned Costs

No matters are reported.

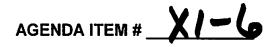
Section IV - State Award Findings and Questioned Costs

No matters are reported.

STATUS OF PRIOR YEAR FINDINGS AND RECOMMENDATIONS

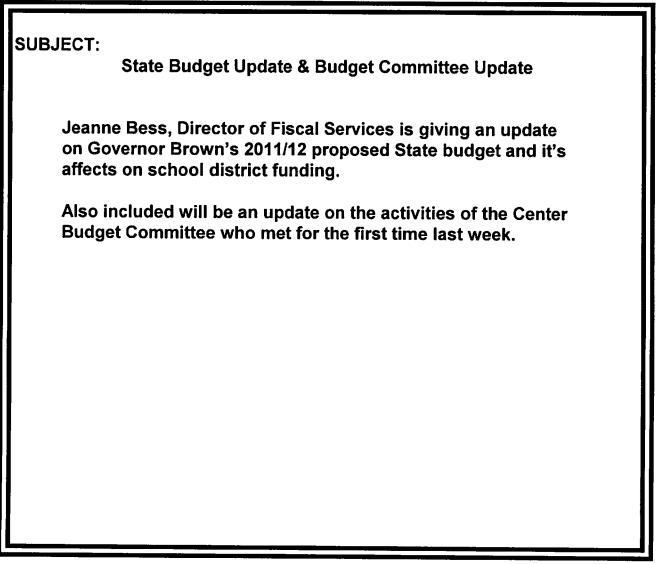
JUNE 30, 2010

Findings/Recommendations	Current Status	Explanation if Not Fully Implemented
1. The District should establish procedures to reconcile the investments at year end to the investment portfolio statements.	Accepted Implemented	
2. The District should establish procedures to ensure payables are cleared in the same object account code as set up.	Accepted Implemented	
3. The District should follow GASB 45 and the CSAM by properly calculating the Net OPEB Obligation.	Accepted Implemented	



Center Joint	Unified.	School	District
--------------	----------	--------	----------

		AGENDA REQUEST FOR:
Dept/Site:	Business Department	
Date:	1/19/11	Action Item
То:	Board of Trustees	Information Item <u>X</u>
From:	Jeanne Bess 🌮 Director of Fiscal Services	# Attached Page



AGENDA ITEM # X1-6

Budget Committee Information As of January 13, 2011

What we know so far is as follows:

- Revenues will decrease approximately \$300,000 as a result of declining enrollment.

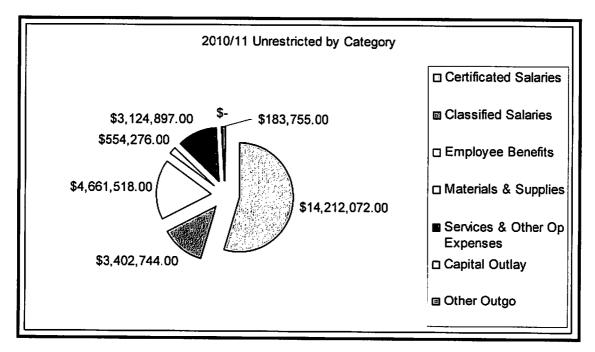
- No contributions from Fund 17 will be available to us. For fiscal year 2010/11, we brought in \$1.01 million to supplement revenues.

- Federal Jobs money of 841,000 was one time in nature and not available for the 2011/12 fiscal year.

Salary expense of \$240,000 from furlough agreements for 2010/11 will return.
One time money that was exhausted will result in the need to fill a gap of \$500,000.

This totals approximately \$2.9 million as reported at First Interim. With the release of Governor Brown's State budget proposal on January 10, 2011, we will soon have a clearer picture of the funding levels Districts will receive during the 2011/12 fiscal year. Additional reductions may dramatically increase the \$2.9 to \$4.5 million or more.

So how is our money spent? The following chart indicates the dollars that are spent in each area of the budget with unrestricted dollars. Restricted dollars (used for specific purposes as described by Federal or State statutes) are similar by category.



Our goal is now to brainstorm ideas that will help close the budget shortfall. I know together we can achieve that goal and maintain the high quality education that currently exists for our students.



Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Superintendent's Office

To: Board of Trustees

Date: January 19, 2011

From: Scott A. Loehr, Superintendent

Principal's Initials:

Action Item <u>X</u>

Information Item

#Attached Pages _____

SUBJECT: Adoption of Minutes

The minutes from the following meeting are being presented:

December 15, 2010 Regular Meeting

RECOMMENDATION: CJUSD Board of Trustees approve presented minutes.

AGENDA ITEM # XIV-1

BOARD OF TRUSTEES REGULAR MEETING North Country Elementary School - MultiPurpose Room 3901 Little Rock Drive, Antelope, CA 95843

Wednesday, December 15, 2010

MINUTES

OPEN SESSION - CALL TO ORDER - Trustee Williams called the meeting to order at 5:45 p.m.

ROLL CALL -	Trustees Present:	Mrs. Anderson, Mr. Blenner, Mr. Friedman, Mrs. Williams, Mr. Wilson					
	Administrators Present:	Scott Loehr, Superintendent George Tigner, Chief Administrative Officer Craig Deason, Assist. Supt., Operations & Facilities Jeanne Bess, Director of Fiscal Services					

ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

1. Student Expulsions/Readmissions (G.C. §54962)

PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION

CLOSED SESSION - 5:45 p.m.

OPEN SESSION - CALL TO ORDER - 6:00 p.m.

FLAG SALUTE - led by Jeremy Hunt

STUDENT PRESENTATION: The Kindergarten students from North Country Elementary School performed a few songs.

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION – the Board met in Closed Session and no action was taken. The following item had action taken during Open Session:

1. Student Expulsions/Readmissions (G.C. §54962) <u>Student Expulsion #10-11.07</u> – Recommendation approved.

Motion:	Wilson	Ayes: Anderson, Blenner, Friedman, Williams,
Second:	Blenner	Wilson
Noes: None		

ADOPTION OF AGENDA - approved adoption of agenda as presented.

Motion:	Anderson	Ayes: Anderson, Blenner, Friedman, Williams,
Second:	Blenner	Wilson
		Noes: None

DECLARATION OF ELECTION RESULTS – Scott Loehr, Superintendent, read the election results from the Sacramento County Office of Voter Registration for both Sacramento and Placer counties.

ADMINISTRATION OF OATHS OF OFFICE - Scott A. Loehr, Superintendent, administered the oaths of office to Mr. Donald Wilson, Mr. Jeremy Hunt, and Mrs. Kelly Kelley.

At this time, since President Williams' and Clerk Blenner's term in office have ended, Trustee Friedman lead the rest of the meeting.

STUDENT BOARD REPRESENTATIVE REPORTS

Center High School - Anthony Mendoza

- one of the students is conducting a Dear Santa community service project to raise money for needy families in the local areas. This would help buy necessary supplies for winter and Christmas.

- The Leadership Class conducted a canned food drive, which collected over 10,000 cans.

- Operation Santa, another community service project, allows students to volunteer at elementary schools.

- the Senior class just got done with Operation Kratchet, collecting wrapping paper for the needy.

- there will be a new event called Mr. Center High, which is a boys beauty pageant, on January 31 in the Theater.

- the Winter Homecoming theme this year is Ancient Civilizations.

- the Fall play, "To Kill a Mockingbird", was a success.

- the CHS FBLA chapter is visiting a convalescent center in downtown Sacramento; they bring presents and sing Carols to the elderly.

- there is a soccer meeting this Thursday.
- basketball is starting; please wear CHS colors to the games.
- finals are today, tomorrow and Friday. Friday is the last day of the semester.

McClellan High School - Que Shawn Horton

- it has been a busy month; there has been an influx of students.
- the dress code was adjusted at the beginning of the semester; students are handling this well.
- the number of referrals are way down on the campus.
- MHS participated in the CHS canned food drive. MHS brought in 635 cans.

- staff, with Horrace Mann and Sacramento Kings, are encouraging students to have good school attendance; there will be prizes given.

- Mr. Davis is coaching the basketball team this year.; looking forward to starting in January

- leadership students are working on assemblies, celebrations, honor recognitions, candy grams, and other activities.

Antelope View Charter School - Raymond Houston

- congratulated Kelly Kelley and Mr. Hunt.
- students have finals this week.
- WASC will visit AVCS in February.
- CAHSEE test will be in February.
- they are planning Sports-o-rama on April 27 & 29th
- Student Council is going to do some spring activities, fundraisers, a dance, and possibly a spirit week
- yearbook sales are going strong.

STUDENT BOARD REPRESENTATIVE REPORTS

Global Youth Charter School - Oscar Gonzalez

- congratulated Kelly Kelley and Mr. Hunt.
- having their annual Cultural Potluck this Friday, which will go along with the Clash of the Classes.
- boys basketball team will be at a tournament this Thursday & Friday at Sacramento High School.
- the Junior class is holding their Winter Dance on January 28 and invited AVCS to the dance.
- American River College registration has started for students.

- there are minimum days this week for finals.

ORGANIZATION REPORTS

1. CUTA - Heather Woods, President, thanked Mrs. Williams and Mr. Blenner for their help during the first half of her presidency. She welcomed Mrs. Kelley, Mr. Hunt, and Mr. Wilson. Noted that the students did an amazing job presenting today. She also noted that every school is doing something to give back to the community and thanked all of them. Inclosing she wished everyone happy holidays.

2. CSEA - Marie Huggins, President, noted that it is nice to hear the children's voices at this time of year, showing the joy of the season. She also noted that it is exciting to hear the reports from the student representatives. To the new and returning board members, she congratulated them. She then wished everyone a Merry Christmas.

COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA - none

BOARD/SUPERINTENDENT REPORTS

Mrs. Anderson

- welcomed the new Board members and noted that if they have any questions to feel free to call her.

- noted that they have had great relationships with the people in the district as people, not

administrators.

- joined Mr. Loehr and Mr. Jordan for a tour at CHS; she thanked Mr. Jordan.

- during the holidays we always seem to have an accident; reminded the students to be careful during this season.

Mr. Loehr

- met with both union presidents today; noted that there is a tough road ahead of us.

- congratulated Mrs. Kelly, Mr. Hunt, and Mr. Wilson on their election to the Board.

- recently had an opportunity to tour CHS and Dudley.

- our stadium received an award as a Distinguished Outdoor Track Facility from the American Sports Builders Association.

Mr. Wilson

- there is a toy drive, for military children who's parents are deployed, at Arden Fair Mall; there will be another drive in Roseville over the weekend for other families as well.

- State Senator Dave Cox died, and there is a special election to fill that seat in January; Ted Gaines could be the next Senator. Mr. Wilson noted that he will then run for his available seat in the Spring.

Mr. Hunt

- thanked everyone for their congratulations and support; we have a board and district that can work together, even with challenging times ahead.

- noted that it is nice to be with Mr. Mendoza, Ms. Horton, and Mr. Houston because he was their counselor during their freshman year; it is good to see their involvement in the community.

- went to Riles last week to see their music performance.

BOARD/SUPERINTENDENT REPORTS (continued)

Mrs. Kelley

- thanked everyone for the welcome.

- noted that she works for Natomas SD; has a little experience on the negative end of the budget. She will be the watch guard, making sure we don't go down the wrong road.

- noted that she is excited to start her term.
- wished everyone happy holidays.

Mr. Friedman

- welcomed Mr. Higgins to tonight's meeting.
- noted that Ms. Huggins is collecting cookies and cards to wounded warriors in Colorado.
- complemented our students for the high quality reports that they share with us each meeting.
- attended the second night of the show "To Kill A Mockingbird".
- wished everyone a safe and happy holidays, as well as a safe new year.
- looking forward to working with the new members of the Board.

CONSENT AGENDA

- 1. Approved Adoption of Minutes from November 17, 2010 Regular Meeting
- 2. Approved Certificated Personnel Transactions
- 3. Approved Classified Personnel Transactions
- 4. Approved SchoolConnects Autodialer System by SynreVoice Technologies, Inc. Subscription Renewal
- 5. Approved California High School Exit Exam (CAHSEE) Waiver Request CHS
- 6. Approved Single Plan for Student Achievement MHS
- Approved Field Trip: 5th Grade Classes to Outdoor Environment Living Program at Alliance Redwoods - NoCo
- 8. Approved 2010-2011 Safe School and Emergency Preparedness Plan Spinelli
- 9. Approved 2010-2011 Safe School and Emergency Preparedness Plan CHS
- 10. Approved Amendment #1 to Facilities Lease By and Between Roebbelen Contracting, Inc. And Center Joint Unified School District for Baseball Field
- 11. Approved Amendment #3 CPM Contract for Program Management Services for Bond Fund Projects
- 12. Approved Payroll Orders: July November 2010
- 13. Approved Supplemental Agenda (Vendor Warrants)

Trustee Friedman noted that he noticed that there were no evacuation maps or protocols for CPR in the Safety Plans. Mr. Deason informed the Board the evacuation maps are removed, before being copied, for safety reasons.

Motion:WilsonSecond:Anderson

Vote: General Consent

INFORMATION ITEMS

- 1. Seminar: "AVID Path Training Seminar" E. Haro, J. Luigi, S. White & M. Yee (WCR)
- 2. Conference: "58th Annual California School Nutrition Association Conference" L. Kasey (Nutrition Services)

12/15/10 Regular Meeting Page 5

BUSINESS ITEMS

A. APPROVED - Annual Organizational Meeting for Governing Board

Trustee Friedman, Board Representative, opened the nominations for Officers of the Board for 2011.

1) Office of the Board President: Trustee Anderson made a motion, seconded by Trustee Wilson, to nominate Trustee Friedman as President of the Board. There were no other nominations. Vote: General Consent

- 2) Clerk of the Board: Trustee Friedman made a motion, seconded by Trustee Hunt to nominate Trustee Anderson as Clerk of the Board. There were no other nominations.
 Vote: General Consent
- 3) Board Representative to SCOE: Trustee Anderson made a motion, seconded by Trustee Wilson to nominate Trustee Hunt to serve as Board Representative to the Sacramento County Office of Education. There were no other nominations. Vote: General Consent
- 4) Date, Time, Place of Board Meetings: Trustee Kelley made a motion, seconded by Trustee Anderson, to continue meeting at 6:00 p.m. (start of Open Session) on the third Wednesdays of the month, with special meetings to be held on the first Wednesdays whenever possible.

Vote: General Consent

Trustee Wilson made a motion, seconded by Trustee Kelley, to continue the current location schedule (first half of the year at North Country, last half of the year at Oak Hill). **Vote:** General Consent

RECESS: At 7:05 p.m. Trustee Friedman, President of the Board, called a recess of the regular meeting of the CJUSD Board of Trustees to convene the Organizational Meeting of the Board of Directors of the CJUSD Financing Corporation. The meeting of the CJUSD Financing Corporation was adjourned at 7:07 p.m. at which time the regular meeting of the Center Joint Unified Board of Trustees was reconvened.

B. APPROVED - First Interim Report for Fiscal Year 2010/11

Jeanne Bess, Director of Fiscal Services, gave a brief report on the first interim report

Motion:	Kelley	Vote: General Consent
Second:	Anderson	Noes: None

ADVANCE PLANNING

a. Future Meeting Dates:

- i. Workshop: Wednesday, January 5, 2011 @ 5:00 p.m. District Office
- ii. Wednesday, January 19, 2011 @ 6:00 p.m. Oak Hill Elementary School MultiPurpose Room

ADJOURNMENT - 7:26 p.m.

Motion: Wilson Second: Anderson Vote: General Consent Noes: None

12/15/10 Regular Meeting Page 6

Respectfully submitted,

Scott A. Loehr, Superintendent Secretary to the Board of Trustees

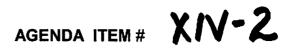
.

.

Nancy Anderson, Clerk Board of Trustees

•

Adoption Date



Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Superintendent's Office

To: Board of Trustees

Date: January 19, 2011

From: Scott A. Loehr, Superintendent

Principal's Initials:

Action Item <u>X</u>

Information Item

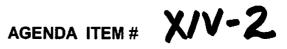
#Attached Pages ____1

SUBJECT: Adoption of Minutes

The minutes from the following meeting are being presented:

January 5, 2011 Special Meeting

RECOMMENDATION: CJUSD Board of Trustees approve presented minutes.



BOARD OF TRUSTEES SPECIAL MEETING Center Joint Unified School District - Superintendent's Office 8408 Watt Avenue, Antelope, CA 95843

Wednesday, January 5, 2011

MINUTES

OPEN SESSION - CALL TO ORDER - Trustee Friedman called the meeting to order at 5:00 p.m.

ROLL CALL -	Trustees Present:	Mrs. Anderson, Mr. Friedman, Mr. Hunt, Mrs. Kelley, Mr. Wilson
	Administrators Present:	Scott Loehr, Superintendent George Tigner, Chief Administrative Officer

FLAG SALUTE - led by Jeremy Hunt

ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

- 1. Conference with Labor Negotiator, George Tigner, Re: CUTA and CSEA
- 2. Public Employee Performance Evaluation (Certificated) Superintendent (G.C.§54957)

PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION

CLOSED SESSION

RECONVENE IN OPEN SESSION - 8:04 p.m.

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION – the Board met in Closed Session and no action was taken.

ADJOURNMENT - 8:05 p.m.

Motion: Wilson Second: Hunt Vote: General Consent

Respectfully submitted,

Scott A. Loehr, Superintendent Secretary to the Board of Trustees

Nancy Anderson, Clerk Board of Trustees

Adoption Date



Center Joint Unified School District

		AGENDA REQU	EST FOR:
Dept./Site:	Personnel Department	Action Item	<u>X</u>
Date:	January 19, 2011	Information Item	
То:	Board of Trustees	# Attached Pages	1
From:	GeorgeTigner, Chief Administra	tive Officer // 2	
Subject: Co	ertificated Personnel Transactions	V	

New Hire

Teng Xiong, Center High School

Releases

Dee Cutter, Center High School Richarde Peter, Global Youth Charter School

Recommendation: Approve Certificated Personnel Transactions as Submitted



New Hire

Teng Xiong has been hired as a part time, temporary Social Science Teacher, Center High School, effective January 3, 2011.

Releases

Dee Cutter has been released from her position as Temporary Counselor, Center High School, effective end of day on December 17, 2010.

Richarde Peter has been released from his position as English Teacher, Global Youth Charter School, effective end of day on December 17, 2010.

Agenda Item Number XIV- 4

Center Joint Unified School District

AGENDA REQUEST FOR: Dept./Site: Special Education Date: January 19, 2011 Action Item ___X To: Board of Trustees Information Item From: Scott Loehr, Superintendent # Attached Pages Initials: <s.L.</td>

SUBJECT: 2010/2011 Individual Service Agreements Please approve the following Individual Service Agreements for special education students to receive services at nonpublic schools/agencies during the 2010/11 fiscal year. 2010/11-119 Aldar Academy \$21,997.60 2010/11-120 Guiding Hands \$19,256.58 2010/11-121 BECA 360.00 \$ RECOMMENDATION: CJUSD Board of Trustees to approve Individual Service Agreements for

the 2010/2011 school year.



CONSENT AGENDA

AGENDA ITEM # XIV-5

Center Unified School District

.

	n an	an and maintain a summariant and an an an analysis and an an analysis and a summarian and a summariant of a sum
		AGENDA REQUEST FOR:
Dept./Site:	Wilson C. Riles Middle School	
Date:	December 15, 2010	Action Item X
То:	Board of Trustees	Information Item
From:	Joyce Frisch, Principal	# Attached Pages _1
Principal's	Initials:	
ana geografia a su anno 1999 a Taran f <u>an Californa Ingera</u> n anno 1999 anno		анын талан байланын алар улсан талан аларында аналымдар улсандар улсандагын аларын таларын таларын байлан алары Алар Жалар Алар Кайлан алар байлан алар байлан алар байлан алар байлар байлар байлар байлар байлар байлар байла Алар Кайлан алар байлан алар байлан алар байлан алар байлар байлар байлар байлар байлар байлар байлар байлар ба
	a ar a far a gan a san an a	na kata na mana dan asa na mana mana manga mata kamada na ging ng ng pangang na mana mana na mana na mana na m
SUBJECT:	ngen zuer einen zuer eine Alexal im Einen Alexangen einer geweinen zuer zum die sich die Statischen Angene	2.1 A http://www.file.action.com/action/actio Action/acti Action/acti
sixth grade Center the v Redwoods a As chaperor volunteers. and will be r	on C. Riles Middle School 6 th grade wil students to attend science camp at Al week of February 14 - 18, 2011. The aligns with the science standards set f nes, five middle school teachers will a Student expenses for the trip will be t reduced by fund raisers.	lliance Redwoods Education science camp at Alliance forth by the state for sixth grade. Ittend as well as parent
RECOMME	NDATION:	
Appro Redw	oval for 115 sixth grade students to att oods.	end science camp at Alliance

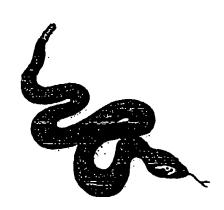
AGENDA ITEM # XIV-5

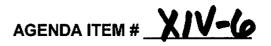


ALLIANCE ROEDWOODS OUTDOOR EDUCATION

SAMPLE SCHEDULE

` `	
Juesday M	londay
11:30-1:00	Arrive and Settle into Cabins, eat sack lunch
1:00-2:30	Camp Orientation
2:30-4:30	Organized Activities
4:30-5:20	Free Time (COUNSELOR MEETING)
5:20-5:30	Dinner Line Up (at Firecircle)
5:30-6:15	Dinner
6:30-7:00	Journal Time
7:00-7:30	Skit Practice
7:30-9:00	Night Activity
9:00-10:00	Get Ready for Bed
10:30	Lights Out!!
russday	
Wednesday-T	
7:00	Rise and Shine
7:50-8:00	Breakfast Line Up
8:00-8:45	Breakfast
8:45-9:15	Cabin Clean up COUNSELOR/TEACHER MEETING
9:30-12:00	Class
12:20-12:30	Lunch Line-Up
12:30-1:15	Lunch
1:15-1:50	F.O.B (Flat On Back)
2:00-4:30	Class
4:30-5:20	Free Time
5:20-5:30	Dinner Line Up (at Firecircle)
5:30-6:15	Dinner
6:30-7:00	Journal Time
7:00-7:30	Skit Practice
7:30-9:00	Night Activity
9:00-10:00	Get Ready for Bed
10:30	Lights Out!!
	
<u>Friday</u>	
7:00	Rise and Shine
7:50-8:00	Breakfast Line Up
8:00-8:45	Breakfast
8:45-9:30	Cabin Clean Up and Load Up
9:30-12:15	Camp Activities
12:25	Lunch Line Up, Lunch and Good-byes





Center Unified School District

Dept./ Site: Center High School Date:

To: Board Members

From: Michael Jordan, Principal

AGENDA REQUEST FOR:

Action Item _____

Information Item X

Attached Pages O

Principal's Initials: _______

SUBJECT:

Field Trip

Anthony Mendoza will be traveling to Washington D.C. from February 8 – 10, 2011 to represent Center High School in the Hispanic Heritage Awards Competition. Anthony was chosen as the Northern California Regional Award winner in the business category at Stanford University on Tuesday, December 7, 2010. Anthony will be escorted by CHS staff member Mrs. Rose Mendoza. Mrs. Mendoza is also Anthony's mother.

Plane tickets, lodging and meals are provided by the Hispanic Heritage Foundation.





Center Unified School District

AGENDA REQUEST FOR:

Site: Center High School Date: 1/6/11 To: Board Members

From: Michael Jordan, Principal

Action Item X

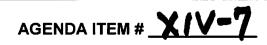
Information Item

Attached Pages 32

SUBJECT:

Please approve the attached Single Plan for Student Achievement for Center High School.

Thank you



The Single Plan for Student Achievement

Center High School

3430378 CDS Code

Date of this revision: November 2010

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students to the level of performance goals established under the California Academic Performance Index. California Education Code sections 41507, 41572, and 64001 and the federal No Child Left Behind Act (NCLB) require each school to consolidate all school plans for programs funded through the School and Library Improvement Block Grant, the Pupil Retention Block Grant, the Consolidated Application, and NCLB Program Improvement into the Single Plan for Student Achievement.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Information:	Mike Jordan	Kristine Hays
	Principal	Assistant Principal
	(916) 338-6425	(916) 338-6426
	mikejordan@centerusd.k12.ca.us	khays@centerusd.k12.ca.us

Address:

3111 Center Court Lane Antelope, CA 95747

Center Unified School District

The District Governing Board approved this revision of the School Plan on ______.

School Vision and Mission

School Vision:

Center High School is a comprehensive high school dedicated to providing its students with the necessary skills needed to successfully achieve their personal goals following high school. Through developing and implementing problem-solving strategies and interpersonal communication skills, our students will be successfully prepared to transition from the high school setting to the post secondary options of their choice. It is the goal of Center High School to empower students to make positive decisions and choices.

School Mission:

The mission of Center High School is to guide and encourage each student to become a productive, thoughtful, and responsible member of our multiethnic society and to become actively involved in developing full potential as a unique human being.

Center High School Core Values

- Integrity
- Safety
- Responsibility
- Academic Achievement
- Respect
- Community
- Relevance

Center High School ESLR's: (Expected Student Learning Results)

- Self Directed Learner
- Critical Thinker
- Effective Communicator
- Quality Producer
- Responsible Citizen

Campus Goals:

- A structure that meets the changing needs of our students
- Development of comprehensive policies and procedures for students and staff
- Consistency in the implementation of school policies and procedures
- Connections between curriculum and real world applications, between school and home and between high school and post high school endeavors.
- A safe, orderly environment for all students and staff
- Consistent course outlines, scope and sequence, unit plans and daily lesson plans to align with state standards.
- Diverse instruction to meet the needs of our diverse student learners
- Relevant coursework context and connected to real world applications
- Frequent assessment of student performance to ensure success

- Benchmark assessments to promote mastery learning
- Student empowered social system to promote effective communication and responsible citizenship
- An academic structure that promotes career goals after high school
- Connection with the greater community in terms of higher education, career development and service learning

School Motto:

Center High School - Home of Scholars and Champions

School Profile

Center High School is the only comprehensive high school in the Center Unified School District. The high school has been located on its current site since 1984. In 1999, several modernization projects were completed where improvements were made in science, math, music, performing arts, English Language Learners, Associated Student Services, and library buildings, the counseling center, career center, dance room and athletic locker room buildings. In 2009, the football/soccer stadium complex was completed.

The curriculum at Center High School has changed since moving from the 8-period block schedule to the current 6-period daily schedule. The addition of MCA (Media Communications Academy) has added a dimension to the campus where students are actively working in an academic arena that supports both a career field and a collegiate program of study. Students within the academy produce and air programs televised on our campus (Channel 25). In addition MCA, students at Center High School have access to AVID and ROP. The campus Advocacy program is being revised to improve its functionality, effectiveness, and relevance.

All students at Center High School must complete 230 credits for graduation. The credit requirements include: 40 credits of English. 20 credits of math, 30 credits in social science, 20 credits in science, 20 credits in physical education, 10 credits in a foreign language or a visual/performing are, 10 credits in computer applications. 5 credits in health, and 60 in elective courses of interest. In addition, 16 hours of documented community service are also required for graduation. Honors courses are offered in the freshmen through senior years in English, and sophomore through senior years in social science and math. Advanced Placement courses are offered in English, Calculus, History, Government, and Statistics.

Demographics

		2	2010 -	Number o	of Stude	ents Inclu	ded in AF	2				
	Total Students included in 2010 Growth API = 945											
English Learners	Students With Disabilities	Am- Indian Or Alaska Native	Asian	Pacific Islander or Native Hawaiian	Filipino	Hispanic or Latino	African American or Black	White	Two or More Races	Socio- economically Disadvantag ed		
174	103	2	84	7	30	187	99	399	126	411		

Conclusions indicated by the data:

- 1. Center High School is currently in declining enrollment.
- 2.

Test Data

Academic Performance Index (API)

2008	2009	2010	
Base	Base	Growth	1
759	770	781	j

Conclusions indicated by the data:

1. Center High School's API increased 22 points from 2008-2010.

2. Center High School had a base API of 698 in 2003. CHS has consistently increased its API since.

3. Center High School is closing in on the State recommended API of 800. This was achieved by only 25% of high schools in California in 2010.

Two or More Races	Stud Dis	ente abil				S.E.I Soci nom dvar	o- icali			W	hit	e	Hi	sp	an	ic			list ner				Ali hoo	DI	
API	Met Sub-Group Target	Actual Growth	Target Growth	API		Actual Growth	Target Growth	API	Met Sub-Group Target	Actual Growth	Target Growth	API	Met Sub-Group Target	Actual Growth	Target Growth	API	Met Sub-Group Target	Actual Growth	Target Growth	API	Met School-wide Target	Actual Growth	Target Growth	API	
N/A – New Category	Yes	34	15	530	į	~	J	706	Yes	15	5	786	Yes	22	6	706					Yes	12	5	759	2007-08
769	No	0	530	537		15	5	725	No	÷	б	780	Yes	26	5	736	Yes			769	Yes	8	5	767	2008-09
786	No	-23	13	514	į	20	5	745	Yes	13	5	793	Yes	22	5	758	N/A	13	5	710	Yes	11	5	781	2009-2010

Academic Performance Index (API): Numerically Significant Subgroups

Conclusions indicated by the data:

1 In 2009-2010. all subgroups met their school-wide API target with the exception of students with disabilities and the EL populations

Ν The inclusion program needs to be continually monitored to gauge its effectiveness.

ω The S.E.D. population increased 39 API points over the three year period.

Percent Proficient or Above

	Percent Proficient or Above Annual Measurable Objectives (AMOS) 10 th Grade										
	20	08	20	09	20	10					
Groups	ELA	Math	ELA	Math	ELA	Math					
School wide	69	72	65	66	63	69					
African American or Black	71	54	60	57	64	67					
Asian	80	88	69	89	70	78					
Filipino	70	74	75	50							
Hispanic or Latino	56	62	55	53	56	63					
White (not Hispanic)	72	79	68	69	63	73					
Socio-economically Disadvantaged	59	67	54	56	56	63					
English Learners	35	52	47	72	40	50					
Special Education	36	39	21	15	17	22					
Two or more races	••		••		77	64					

Conclusions indicated by the data:

1. Special education student scores dropped in math over the three year period.

2. Special education student scores dropped in ELA over the three year period.

3. The inclusion program began in 2009-2010 and will need to be continually monitored for effectiveness.

I. 2010 STAR Test Results

Center High School

All Students - California Standards Test Scores

County Name Sacramento County

District Name.Center Joint Unified DistrictSchool Name:Center High SchoolCDS Code.34-73973-3430378Total Enrollment on First Day of Testing.988Total Number Tested:983Total Number Tested in Selected Subgroup:983

Note: The first row in each table contains numbers 2 through 11 which represent Grade 2 through Grade 11 respectively. Additionally, EOC stands for End-of-Course.

An asterisk (*) appears on the Internet reports to protect student privacy when ten or fewer students had valid test scores.

Reported Enrollment

Result Type	9	10	11	EOC
Reported Enrollment	357	335	296	

CST English-Language Arts

Result Type	9	10	11	EOC
Students Tested	336	330	289	
% of Enrollment	94.1 %	98.5 %	97.6 %	
Students with Scores	335	330	289	
Mean Scale Score	350.5	347 3	350.5	
% Advanced	21 %	20 %	23 %	
% Proficient	31 %	33 %	29 %	
% Basic	30 %	29 %	31 %	
% Below Basic	13 %	11 %	11 %	
% Far Below Basic	5 %	7 %	6 %	

Conclusions indicated by the data:

- 1. The testing population decreases significantly between 9th and 11th grades.
- 2. The percentage in each level of proficiency is consistent across all three grade levels.
- 3. The smallest percentage deficit is between Basic and Proficient.

CST General Mathematics

Result Type	: 9	. 10	11	EOC
Students Tested	185			185
% of Enrollment	51.8 %			
Students with Scores	185			185
Mean Scale Score	329.2			329.2
% Advanced	10 %			10 %
% Proficient	25 %			25 %
% Basic	31 %			31 %
% Below Basic	23 %			23 %
% Far Below Basic	11 %			11 %

Conclusions indicated by the data:

1. Approximately 52% of the Freshman class enrolled at CHS were two grade levels behind in Mathematics.

2. Data from other years is needed to provide a basis of comparison.

3. The Mathematics Department has proposed a plan designed to bring the students scoring "Far Below Basic" and "Below Basic" up one level.

Result Type	9	10	11	EOC
Students Tested	89	115	48	252
% of Enrollment	24 9 %	34.3 %	16.2 %	
Students with Scores	89	115	48	252
Mean Scale Score	372.4	333.4	321.5	344.9
% Advanced	10 %	4 %	4 %	6 %
% Proficient	55 %	30 %	23 %	38 %
% Basic	29 %	39 %	33 %	35 %
% Below Basic	6 %	22 %	33 %	18 %
% Far Below Basic	0 %	4 %	6 %	3 %

CST Algebra I

Conclusions indicated by the data:

1. Approximately 25% of our freshmen students were enrolled in college preparatory Algebra 1, more sophomores were enrolled in Algebra 1 than any other mathematics course, and approximately 75% of freshmen through juniors were enrolled in Algebra 1.

2. 65% of the freshmen scored Proficient or Advanced.

3. 44% of all students tested scored Proficient or Advanced, a much higher percentage than in surrounding area schools.

CST Geometry

Result Type	9	10	11	EOC
Students Tested	77	94	51	222
% of Enrollment	21.6 %	28.1 %	17.2 %	
Students with Scores	77	94	51	222
Mean Scale Score	382.6	347.3	326.5	354.8
% Advanced	26 %	5 %	4 %	12 %
% Proficient	44 %	39 %	31 %	39 %
% Basic	26 %	46 %	29 %	35 %
% Below Basic	4 %	10 %	33 %	13 %
% Far Below Basic	0 %	0 %	2 %	0 %

Conclusions indicated by the data

1. 67% of freshmen, sophomores and juniors were enrolled in Geometry, a course in which only a college preparatory version is offered

2. 70% of freshmen scored Proficient or Advanced.

3. 51% of all students tested scored Proficient or Advanced, a much higher percentage than in surrounding area schools.

Result Type	10	11	EOC
Students Tested	58	74	132
% of Enrollment	17.3 %	25.0 %	
Students with Scores	58	74	132
Mean Scale Score	373.3	331.4	349.8
% Advanced	22 %	3 %	11 %
% Proficient	45 %	26 %	34 %
% Basic	19 %	43 %	33 %
% Below Basic	14 %	26 %	20 %
% Far Below Basic	0 %	3 %	2 %

CST Algebra II

Conclusions indicated by the data:

1. 42% of freshmen, sophomores and juniors are enrolled in Algebra II, the minimum course required for completion of the UC/CSU a – g mathematics requirement.

2. 67% of sophomores scored Proficient or Advanced, with 0% Far Below Basic.

3. 45% of all students tested scored Proficient or Advanced, a much higher percentage than in surrounding area schools.

Result Type	11	EOC
Students Tested	63	63
% of Enrollment	21.3 %	
Students with Scores	63	63
Mean Scale Score	387.4	387.4
% Advanced	33 %	33 %
% Proficient	40 %	40 %
% Basic	24 %	24 %
% Below Basic	3 %	3 %
% Far Below Basic	0 %	0 %

CST Summative High School Mathematics

Conclusions indicated by the data:

1. 73% of the students tested scored Proficient or Advanced, a much higher percentage than in surrounding area schools.

2. Approximately 1 in 5 juniors are enrolled in the equivalent of a 4th year of college preparatory mathematics.

3. Only 3% scored Below Basic, and no one scored Far Below Basic.

CST World History

Result Type	9	10	11	EOC
Students Tested	1	324	2	327
% of Enrollment	0.3 %	96.7 %	0.7 %	
Students with Scores		323		323
Mean Scale Score	•	349.1	•	349.1
% Advanced	•	25 %	•	25 %
% Proficient	•	24 %	•	24 %
% Basic	•	27 %	•	27 %
% Below Basic	*	8 %	*	8 %
% Far Below Basic	*	16 %	*	16 %

Conclusions indicated by the data:

1. Although Far Below Basic scores are an improvement over the last two years, they are still unacceptable.

2. World History Proficient and Advanced scores (49%), are an improvement over the past few years.

CST U.S. History

Result Type	11	EOC
Students Tested	290	
% of Enrollment	98.0 %	
Students with Scores	289	
Mean Scale Score	358.3	
% Advanced	22 %	
% Proficient	36 %	
% Basic	24 %	
% Below Basic	9 %	
% Far Below Basic	9%	

Conclusions indicated by the data:

- 1. 58% of students scored at Proficient or above.
- 2. 18 % scored at Basic or below.
- 3. Basic and Far Below Basic scores at 18% require attention.

Result Type	10	11	EOC
Students Tested	316		
% of Enrollment	94.3 %		
Students with Scores	316		
Mean Scale Score	362.9		
% Advanced	31 %		
% Proficient	25 %		
% Basic	28 %		
% Below Basic	9 %		
% Far Below Basic	7 %		

CST Science - Grade 5, Grade 8, and Grade 10 Life Science

Conclusions indicated by the data:

- 1. 56% of students tested scored proficient and above.
- 2. 73 students tested were not enrolled in a life science course. Either biology or life science.
- 3. 38 students were not enrolled in any science course.

CST Biology

<u> </u>				
Result Type	9	10	11	EOC
Students Tested	79	205	86	370
% of Enroliment	22.1 %	61.2 %	29.1 %	
Students with Scores	79	205	86	370
Mean Scale Score	395.6	357.6	342.2	362.1
% Advanced	44 %	22 %	15 %	25 %
% Proficient	42 %	34 %	27 %	34 %
% Basic	13 %	36 %	40 %	32 %
% Below Basic	1 %	4 %	10 %	5 %
% Far Below Basic	0 %	4 %	8 %	4 %

Conclusions indicated by the data:

- 1. 59% proficient and above.
- 2. 56% of 10 graders are proficient and above.
- 3. 86% of 9th graders are proficient and above. Geometry requirement helps here.

CST Chemistry

Result Type	10	11	EOC
Students Tested	57	87	144
% of Enrollment	17.0 %	29.4 %	
Students with Scores	57	87	144
Mean Scale Score	352.2	330.2	338.9
% Advanced	12 %	5 %	8 %
% Proficient	44 %	17 %	28 %
% Basic	37 %	60 %	51 %
% Below Basic	2 %	15 %	10 %
% Far Below Basic	5 %	3 %	4 %

Conclusions indicated by the data:

.

- 1. 56% of 10 graders scored proficient and above.
- 2. 22% of 11 graders scored proficient and above.
- 3. 36% of all chemistry students scored proficient and above.

CST Earth Science

Result Type	9	10	11	EOC
Students Tested	230	16	3	249
% of Enroliment	64.4 %	4.8 %	1.0 %	
Students with Scores	230	16	3	249
Mean Scale Score	326.6	301.8	*	325.1
% Advanced	7 %	6 %	*	7 %
% Proficient	21 %	0 %	*	20 %
% Basic	47 %	56 %	•	47 %
% Below Basic	11 %	0 %	*	10 %
% Far Below Basic	14 %	38 %	•	16 %

Conclusions indicated by the data:

- 1. 28% of 9th graders scored proficient and above.
- 2. 27% all students scored proficient and above.
- 3. 6% of 10 graders scored proficient and above.

CST Physics

Result Type	11	EOC
Students Tested	25	25
% of Enroliment	8.4 %	
Students with Scores	25	25
Mean Scale Score	355.7	355.7
% Advanced	4 %	4 %
% Proficient	56 %	56 %
% Basic	40 %	40 %
% Below Basic	0 %	0 %
% Far Below Basic	0 %	0 %

Conclusions indicated by the data:

- 1. 60 % scored proficient and above.
- 2. 60 % 11th graders scored proficient and above.
- 3. 0% scored below basic or far below basic.

Graduation Rate

	Graduation Rate						
Year	Current Year	Previous Year	Change	Average two year change	Met Criteria?		
2007	90.8	91.6	8	-3.4	Yes		
2008	91	90.8	.2	-3.0	Yes		
2009	92.6	91	1.6	.6	Yes		

Conclusions indicated by the data:

- 1. The graduation rate increased by 1.8% from 2007-2009
- 2. The graduation rate increased by 1.6% from 07-08 to 08-09.

California English Language Development (CELDT) Data

		California English Language Development Test (CELDT) Results									
Grade	Adv	anced	Early A	dvanced	Intern	nediate		arly nediate	Beg	inning	Number Tested
	#	%	#	%	#	%	#	%	#	%	#
9	4	13%	14	44%	12	38%	2	6%	0	0%	32
10	6	20%	8	27%	11	37%	4	13%	1	3%	30
11	2	15%	4	31%	4	31%	2	15%	1	8%	13
12	0	0%	4	29%	4	29%	5	36%	1	7%	14
Total	12	13%	30	34%	31	35%	13	15%	3	3%	89

Conclusions indicated by the data:

1. We have very few (3) beginning level students at the high school level.

2. Intermediate and Advanced are the biggest groups by percentage (61%) combined.

Center High School Planned Improvements in Student Performance 2011-12

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet API, AYP growth targets, student performance goals, and program opportunities/options. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of student groups not meeting state standards.

Scilool GOAL #1 The number of students scoring "Far Below Basic" on the mathematics CST's will decrease by 3%, and the number of students scoring "Below Basic" will decrease by 5% on the Spring, 2012 California State Standards Tests.

Start/Completion Date: August 3, 2011 - May 30, 2012 Proposed Expenditures: TBA Estimated Cost: 4 additional sections of mathematics Funding Source: District funds	Actions to be taken to reach this goal: - Re-institute class size reduction in the lowest level mathematics classes, Foundations of Algebra - Establish intervention classes for students identified as struggling. The class will provide review and preview relating to the regular mathematics course in which the student is enrolled.
Ciroup data to be collected to measure academic gains: - Course outlines, scope and sequence, unit plans and daity lesson plans - Report cards - Report cards	Means of evaluating progress toward this goal: - CST for all math courses - California Frameworks Blueprints - Best Instructional Practices staff development
Anticipated annual performance growth for each group: - Combined 8% percent increase in CST scores by students enrolled in math courses	Sudents group to participate in this goal: • All students taking math courses

SCHOOL GOAL #2 9th grade students performing at 'Below Basic and Basic' will increase to the next proficiency level at a combined increase of 3% or higher on the Spring 2012 California State Standards Tests.

Funding Source: Site Budget	- Develop after school tutorial program
Estimated Cost: No additional funding	standards
Proposed Expenditures: TBA	- Implementation of course outlines based on state
Start/Completion Date: August, 2009 – May, 2010	Actions to be taken to reach this goal:
- Report cards	
- AERIES reports	- Best Instructional Practices staff development
snald nossol yliab bna	- California Frameworks Blueprints
- Course outlines, scope and sequence, unit plans	erthe states and see the states of the state
Group data to be collected to measure academic gains:	Means of evaluating progress toward this goal:
enrolled in Language Arts.	· · · · · · · · · · · · · · · · · · ·
stnobute vd soroos TSD ni oseoroni inooroq nos -	ert∧ ogengne.1 grisks errobute ll∧ –
:dnou&	:log
Anticipated annual performance growth for each	sid ni operior of slovel evels in participate in this

 Implement an English 9B class for those scoring Basic and below. Implement class size reduction at the 9th grade level. 	
---	--

SCHOOL GOAL #3: The number of students scoring "Far Below Basic" on the social studies CST in 10th Grade Modern World History will decrease by 10^o a on the Spring, 2012 California State Standards Tests.

Students group to participate in this goal: - All students taking 10 th Grade Modern World History	 Anticipated annual performance growth for each group: Combined 10% percent increase in CST scores by students enrolled in modern world history.
 Means of evaluating progress toward this goal: CST for all 10th Grade Modern World History students California Frameworks Blueprints Best Instructional Practices staff development Actions to be taken to reach this goal: Identify students likely to be challenged by the World History CST Increase content area reading support in 10th grade modern world history classes Offer teacher and student tutorial support 	 Group data to be collected to measure academic gains: Course outlines, scope and sequence, unit plans and daily lesson plans AERIES reports Report cards Start/Completion Date: August, 2011 – May, 2012 Proposed Expenditures: TBA Estimated Cost: Tutorial funds Funding Source: District funds

Programs Included in this Plan

Check the box for each state and federal categorical program in which the school <u>participates</u> and, if applicable, enter amounts allocated. (The plan must describe the activities to be conducted at the school for each of the state and federal categorical program in which the school <u>participates</u>.) If the school receives <u>funding</u>, then the plan must include the proposed expenditures.)

State	Programs	Allocation
	California School Age Families Education <u>Purpose</u> : Assist expectant and parenting students succeed in school	\$0
	Economic Impact Aid/ State Compensatory Education <u>Purpose</u> : Help educationally disadvantaged students succeed in the regular program	\$0
\boxtimes	Economic Impact Aid/ English Learner Program <u>Purpose</u> : Develop fluency in English and academic proficiency of English learners	\$ 319,773 (s)
\boxtimes	Art, Music and PE Block Grant (one time) <u>Purpose:</u> Art and music enrichment	\$ 0.00
\boxtimes	Art, Music and PE Grant (ongoing) <u>Purpose:</u> Art and Music enrichment	\$ 76,014 (d)
\boxtimes	Peer Assistance and Review <u>Purpose</u> : Assist teachers through coaching and mentoring	\$ 20,566 (d)
\boxtimes	Pupil Retention Block Grant <u>Purpose</u> : Prevent students from dropping out of school	\$ 134,398 (d)
\boxtimes	School and Library Improvement Program Block Grant <u>Purpose</u> : Improve library and other school programs	\$0
\boxtimes	School Improvement Program Fund <u>Purpose:</u> Improve school programs	\$ 0.00
	School Safety and Violence Prevention Act <u>Purpose</u> : Increase school safety	\$ 69,280 (d)
\boxtimes	Tobacco-Use Prevention Education <u>Purpose</u> : Eliminate tobacco use among students	\$ 3,000 (d)
\boxtimes	GATE	\$ 34,417 (d)
\boxtimes	Lottery	\$ 18,759 (s)
	Total amount of state categorical funds allocated to this school	\$337,675 - district controlled \$338,532- site controlled

Federal Programs under No Child Left Behind (NCLB)	Allocation
Title I, Neglected <u>Purpose</u> : Supplement instruction for children abandoned, abused, neglected who have been placed in an institution	, or \$0
Title I, Part D: Delinquent <u>Purpose</u> : Supplement instruction for delinquent youth	\$ O
Title I, Part A: Schoolwide Program Purpose: Upgrade the entire educational program of eligible school high poverty areas	ols in \$0
Title I, Part A: Targeted Assistance Program Purpose: Help educationally disadvantaged students in eligible so achieve grade level proficiency	chools \$0
Title I, Part A: Program Improvement <u>Purpose</u>: Assist Title I schools that have failed to meet NCLB ade yearly progress (AYP) targets for one or more identified student g 	
Title II, Part A: Teacher and Principal Training and Recruiting <u>Purpose</u> : Improve and increase the number of highly qualified tea and principals	chers \$ 183,575 (d)
Title II, Part D: Enhancing Education Through Technology <u>Purpose</u> : Support professional development and the use of technology	ology \$ 0
 Title III, Part A: Language Instruction for Limited-English-Proficier (LEP) Students <u>Purpose</u>: Supplement language instruction to help limited-English proficient (LEP) students attain English proficiency and meet acad performance standards 	a- \$ 32,707 (d)
Title IV, Part A: Safe and Drug-Free Schools and Communities Purpose: Support learning environments that promote academic achievement	\$ O
Title V: Innovative Programs Purpose: Support educational improvement, library, media, and a students	at-risk \$0
Title VI, Part B: Rural Education Achievement <u>Purpose</u> : Provide flexibility in the use of NCLB funds to eligible LE	EAs \$0
Total amount of federal categorical funds allocated to this	school \$216,282- district controlled \$ 0- site controlled
Total amount of state and federal categorical funds allocated to this	school \$553,957- district controlled \$338,532- site controlled

School Site Council Membership

Education Code Section 64001(g) requires that the SPSA be reviewed and updated at least annually, including proposed expenditures of funds allocated to the through the Consolidated Application, by the school site council. The current make-up of the school site council is as follows:

Names of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Student
Michael Jordan	X				
Kristine Hays	VP				
Peter Graham		x			
Bonnie Schiro			X		
Clif Castro		X			
Amy Chancy		x			
Karen Matre			X		
Mr. Matre				X	
Erin McKey					X
Samia J [*] beily					X
Mrs. J'beily				X	
Numbers of members of each category					

Form E: Recommendations and Assurances

The school site council recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

- 1. The school site council is correctly constituted and was formed in accordance with district governing board policy and state law.
- 2. The school site council reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the school plan requiring board approval.
- 3. The school site council sought and considered all recommendations from the following groups or committees before adopting this plan *(Check those that apply):*
 - School Advisory Committee for State Compensatory Education Programs

____ English Learner Advisory Committee

____ Community Advisory Committee for Special Education Programs

Gifted and Talented Education Program Advisory Committee

Other (list)

- 4. The school site council reviewed the content requirements for school plans of programs included in this *Single Plan for Student Achievement* and believes all such content requirements have been met, including those found in district governing board policies and in the LEA Plan.
- 5. This school plan is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
- 6. This school plan was adopted by the school site council at a public meeting on: _____.

Attested:

Michael D. Jordan Typed name of school principal

Alan Matre Typed name of SSC chairperson

Signature of school principal

Signature of SSC chairperson

Date

Programs Funded through the Consolidated Application

The following programs are reported in the Consolidated Application. Information on the Consolidated Application and program profiles are available at http://www.cde.ca.gov/fg/aa/co/.

State Programs

- California School Age Families Education
- Economic Impact Aid
- Instructional Time and Staff Development Reform
- Peer Assistance and Review
- School Safety & Violence Prevention Act
- Tobacco-Use Prevention Education

Federal No Child Left Behind (NCLB) Programs

Information and CDE contacts for NCLB programs are available at http://www.cde.ca.gov/nclb/sr/pc.

- Title I, Neglected or Delinquent
- Title I, Part A, Basic Grant
- Title II, Part A, Teacher & Principal Training & Recruiting
- Title II, Part D, Enhancing Education Through Technology (Formula)
- Title III LEP Students
- Title IV, Part A, Safe & Drug-Free Schools & Communities
- Title V, Part A, Innovative Programs
- Title VI, Part B, Rural Education Achievement

Analysis of Current Instructional Program

The following statements are adapted from No Child Left Behind (NCLB), Title I, Part A and the California Essential Program Components (EPC). These statements may be used to discuss and develop findings that characterize the instructional program at this school for students:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment, and Accountability

• At Center High School a variety of assessments are used to determine the student's needs. The following assessments are used: Common Assessments, Pre/Post reading scores, State Mandated tests, Fitnessgram, CST tests, ACT scores, PSAT scores, SAT scores, and 15-day assessment benchmarks.

Staffing and Professional Development

- District offers in-service training in Fred Jones behavior management techniques.
- District academic coaches provide teacher training.
- Computer training in-services are provided for all staff.
- Teachers have the opportunity throughout the year to attend off-site conferences to learn new techniques to ensure all students reach the grade level standards, and to enhance their classroom environment.
- CIIS will be sending a team of teachers to the AVID Summer Institute training each year.
- CHS will be sending teachers to AP training programs.
- Leadership Academy is being developed for teachers interested in site leadership and potential administrative credentialing.
- New teachers participate in the BTSA program.
- CHS sends a team of staff to attend the National Academics Conference.
- Teams of administrators, counselor, and teachers attend CHLS annual conference.
- Numerous district sponsored professional development is available to teachers & staff.

Teaching and Learning

- District adopted textbooks and materials used in all subjects based on state and National standards.
- Teachers' daily lesson plans state the grade level standards being addressed in all subject areas.
- Weekly instructional walk-through observations.
- Weekly "Round Table Discussions" to address best practices.

Opportunity and Equal Educational Access

- Teachers differentiate curriculum in accordance with 504 plans, IEP's, and SST plans as needed to meet the needs of all students.
- Every classroom has supplemental materials to support the curriculum.
- We provide a breakfast and lunch program for our students, and offer free or reduced meals to families that qualify.

Involvement

- CHS offers ELD instruction and support to address the needs of our English Language Learners.
- CHS participates with (ELAC-English Language Advisory Committee) and District (DELAC-District English Language Advisory Committee) for our non-English speaking parents.
- CHS has access to on site translators to bridge the language barrier gap between our non-English speaking parents and the school.
- Student Study Team meetings, team meetings with teachers and parents are held as needed to address student needs.
- CHS has an active Parent Booster Club to involve parents in the school which supports all programs and activities.

- Student attendance is emphasized by the teaching staff, office staff, and administration by communicating with families when their child is absent, including an automated phone system and personal call home from staff.
- CHS staff is developing the PLC model through participation in campus cohort groups.
- CHS students have opportunities to participate in student leadership, co-curricular activities, and extra-curricular activities.
- Parent support, participation and involvement are encouraged and welcomed at CHS.

Center High School Site Council Bylaws

Article I NAME

The name of this committee shall be the Center High School Site Council.

Article II PURPOSE

- Section 1. Develop and recommend the Single Plan for Student Achievement.
- Section 2. Have ongoing responsibility to review with principal, teachers, and other school personnel and pupils the implementation of the Single Plan for Student Achievement and to assess periodically the effectiveness of the program.
- Section 3. Annually review the Single Plan for Student Achievement, establish a new school budget consistent with the Education Code, and if necessary, make changes in the plan to reflect changing improvement needs and priorities.
- Section 4. Improvement objectives will include school climate, self esteem of students, attitude toward learning, and all academic performance of students.
- Section 5. Take other action as required by the Education Code.

Article III MEMBERSHIP

- Section 1. The council shall be composed of the principal and representatives of: Teachers elected by teachers of the school: other school personnel elected by other school personnel at the school: Parents or legal guardians of pupils attending the school or other community members elected by such persons. The council shall be constituted to ensure parity between (a) the principal, classroom teachers and other school personnel and (b) parents or other community members of voting age. Classroom teachers shall comprise the majority of persons represented under category (a). Council members representing parents and community members shall not be employees of the school district unless approved by a majority of the council.
- Section 2. Resignations will be accepted only upon written notice to the Center High School Site Council.
- Section 3. Terms of office. All members of the council shall serve for a two year term.

- Section 4. Site Council vacancies will be posted at Open House. All parent or community members shall be elected by ballot, which will be available to all families with students attending Center High School by the end of the third quarter. The Site Council vacancies will be filled by the candidates who receive the highest vote tally, up to two other candidates will serve as alternates. A vacancy of membership shall be filled by the alternate with the highest vote tally. If there are no alternates then a new member shall be appointed by a majority vote of the Center High School Site Council.
- Section 5. Membership. A member shall no longer hold membership should he or she cease to be a resident of the area or no longer meets the membership requirement under which he or she was selected. Membership shall automatically terminate for any member who regularly is absent without cause from meetings. The council by an affirmative vote of two-thirds of all the members can suspend or expel a member.
- Section 6. Nominating. Center High School Site Council will request nominations (via CHS Newsletter and Web Access) for the next school year prior to Open House. All nominations must be submitted in writing by the end of March.

Article IV OFFICERS

The officers of this council shall be a chairperson, a vice-chairperson, and a secretary

Article V MEETING and QUORUM

- Section 1. The meeting dates for the next school year shall be set at the May meeting.
- Section 2. School Site Council meetings shall be held no less than on a quarterly basis, but may be held more often upon approval of the Council.
- Section 3. At least 51% of the voting council members must be present to constitute a quorum. The number required for a quorum shall be determined by the current school year's Site Council roster. In the absence of regular community members, elected alternates who attend regularly shall be allowed to participate and vote on matters before the council.
- Section 4. Notice of meetings. All meetings shall have the agenda posted on the school grounds at least 72 hours before the meeting. The agenda shall list all items before the council at the meeting. Persons wishing to bring items before the council shall submit a written description of the item and any action requested of the council, to the school secretary at least

five working days before the meeting. All items must be put on an agenda for the council to consider them. Public notice shall be given of regular meetings at least 72 hours in advance of the meeting. Any equals meetings at least 72 hours in advance of the meeting. Any notice. Any required notice shall be in writing: shall state the day, hour and location of the meeting: and shall be in writing: shall state the day, hour and location of the meeting: and shall be delivered either personally or by mail to each member not less than 72 hours nor more than two weeks before such meeting.

- Section 5. All regular meetings of the council and its standing or special committees shall be open at all times to the public.
- Section 6. Voting Rights. Each member shall be entitled to one vote and may cast that vote on each matter submitted to a vote of the council. The elected alternates who regularly attend shall vote in the absence of the representative.

Article VI AMENDMENT

These bylaws may be amended at a regular meeting by a two-thirds vote of the council membership, after at least 72 hours have transpired from the time the amendment was introduced.

Article VII DUTIES of the OFFICERS

- Section 1. It shall be the duty of the chairperson to preside at all meetings.
- Section 2. In the absence or disability of the chairperson, the vice-chairperson shall assume the duties of the chairperson.
- Section 3. Should both senior officers be unavailable, the recording secretary shall preside.
- Section 4. The recording secretary shall keep the minutes, attend to correspondence, send notices of meetings and / or agendas, maintain the membership roster, and send out publicity as directed.

Article VIII ELECTION of OFFICERS

- Section 1. All officers shall be elected by ballot at the first meeting of the new school year. All officers shall be parents. New officers shall assume their duties at the conclusion of the election.
- Section 2. No member shall hold the same office more than two years in succession.

Section 3. Should an officer resign before new elections are held, the chairperson scatton 3. Should an officer result bood standing to assume the office until the next regular meeting when the vacancy shall be filled.

Ariele IX COMMITTEES

- Section 1. The chairperson shall appoint such committees as he or she considers needers present.
- Section 2. Standing committees may be established as decided by the council.

Article X RULES of ORDER

- Section 1. All meetings shall be covered by these bylaws, and any disputes will be section 1.
- Section 2. Individual public comments shall be limited to three minutes per item. unless the council chooses to waive this limit.
- Article XI All actions of the council are subject to approval by the governing board.

Use of Resources

The following fiscal practices apply to the use of funds generated through the Consolidated Application:

The state fiscal year is the period from July 1 to June 30. Funds not spent during this period become "carryover funds", to be budgeted for use the following fiscal year. Districts may allow carryover to remain at the school that generated the funds or may aggregate unspent funds from all schools and redistribute them according to the formula appropriate for each program. State law does not limit the amount of carryover funds.

The federal fiscal year is the period from October 1 through September 30. However, we are allowed to expend federal funds beginning the previous July 1. Thus, the period of allowable expenditure extends for 15 months. Title I law limits the amount of funds that may be carried over from the previous fiscal year to 15 percent, except for agencies that receive less than escent from the previous fiscal year to 15 percent, except for agencies that receive less than every three years.

Eighty-five percent of the funds from certain programs must be used for direct educational services at schools. This limitation applies to:

- Economic Impact Aid, State Compensatory Education Program
- Economic Impact Aid, Limited-English-Proficient Program
- Title I, Part A, Improving Basic Programs

Up to 15 percent may be spent for administrative costs incurred at the school and district office in support of these programs.

Expenditures are allowable if they:

- Provide an effective means of achieving the purposes of the program funding source
- Are reasonable uses of limited resources.
- Are necessary to achieve the goals of the plan.
- Provide supplementary services for eligible students.
- Do not fund services required by state law.
- Do not pay for what, in the absence of these categorical funds, would be provided by the general fund.

This definition meets the federal requirement that expenditures of funds "supplement, and not supplant" state and local expenditures.

The district must reserve funds from the Title I, Part A, Basic Grant Program for:

- Costs of parent involvement (1 percent minimum) and professional development (5 percent to 10 percent)
- Program Improvement schools, whatever is needed for costs of public school choice, transportation, and supplemental educational services, up to 20 percent of the district allocation

The district may reserve funds from Title I, Part A, for:

- Serving community day school students
- Capital expenses for Title I programs operated at private schools
- Salary differentials
- Preschool
- Summer school
- Before school, after school, and school year extension programs
- Neglected students
- Homeless students
- Assistance to schools

The district may also reserve funds for:

- Indirect costs of administering state and federal programs
- Repayment of disallowed expenditures

Funds received through the Consolidated Application must be used to reach school goals for improving the academic performance of all students to the level of state standards. In so doing, care must be exercised to ensure that each funding source is used for the purposes for which the funds are allocated, and for eligible students.

smroT bosilsiooq2 bus smynoroA

Listed below are acronyms most often associated with programs funded through the Consolidated Application. Most of the acronyms are "hot-linked" to information on the topic of the acronym:

EC E	Education Code	lmth.walaə\vog.aə.ofnigəl.www\\:qtth
DZLT D	District/School Liaison Team	
a sva	District Assistance Survey	ib\s1nəmuɔob\lv\fa\lp\v1.cde.ca.gov\ta\lp\v1\documentsidi stasiststy1.doc
	Commission on Teacher Credentialing	vog.sɔ.ɔtɔ.www\/;qMd
сгв с	Comprehensive School Reform	/sɔ/dl/вរ/vog.sɔ.əbɔ.www/\:qnh
e cien	California School Information Services	sə/ps/sp/vog.sə.əbə.www//:qiid
	California School Accounting Manual	ธะ\วร\ฐไ\vog.ธว.วbว.www\\:qnd
CbW C	Categorical Program Monitoring	http://www.cde.ca.gov/ta/cr/cc
COb C	Committee of Practitioners (Title I)	http://www.cde.ca.gov/sp/sw/11/practitioners. asp
COE C	County Office of Education	http://www.cde.ca.gov/re/sd/co/index.asp
	California English Language Development Test	lə\gı\roi\vog.ro.əbo.www\\:qiid
CDE C	California Department of Education	νοῦ.cdə.cdə.cd.
	California Basic Educational Skills Test	http://www.ctc.ca.gov/credentials/CAW- exams.html#CBEST
SCBEDS	California Basic Educational Data System	dɔ\zz\zb\vog.sɔ.ɔbɔ.www\\:qiid
	California High School Exit Examination	/su/ສູາ/ຄາ/vog.ຄວ.ວbວ.www//;qมก
BTTP BTTP	mirigord gainirit rodoro'l laugailiß	Jd\lə\qs\vog.sə.əbə.www\\:qJJf
	Beginning Teacher Support and Assessment	างช.ธว.ธรเป.บบบ/:qiih
V SdV	Асадетіс Ргодгат Зигуеу	http://www.cdc.ca.gov/ta/lp/vl/improvtools.a http://www.cdc.ca.gov/ta/lp/vl/improvtools.a
∀ Id∀	Academic Performance Index	qɛ\วɛ\ɛɪ\vog.ɛɔ.əbɔ.www\\:qħħ
VDV VDV	Americans with Disabilities Act	min.lmonaba\aba\rovcrt.adahanwww.\\:qiin
VDV VDV	Average Daily Attendance	\วə\bî\zb\vog.sɔ.əbɔ.www\\:qiid
УСКОИХМ 8.	STANDS FOR	MEB VDDKE28

NCE	Normal Curve Equivalent	
NYEP	National Assessment of Educational Progress	http://www.nagb.org
ГЕЬ	Limited English Proficient	
LEA	Local Educational Agency	http://www.cde.ca.gov/re/sd
ГD	Learning Disabled	
ГС	susno) ogengnel	วl\ss\sb\vog.ธว.วbว.www\\:qttf
dS∩/II	Immediate Intervention/Underperforming Schools Program	ui/ql/si/vog.so.sbo.www//:qiid
IEb	margor9 noiseoubil besitenbivibul	/qoi/gro.nsistso.www//:qnd
dEl	Immigrant Education Program (NCLB, Title III)	£1/ໄອ\q2\02.62.9b9.www\\;q1/d
dÐSdH	High Priority Schools Grant Program	http://dl/bl/vog.ca.gbo.www//:qbh
GED	General Educational Development	bg/g1/61/vog.60.9b0.www/\:q11d
GATE	Gifted and Talented Education	http://www.cde.ca.gov/sp/g/
ETE	Full-Time-Equivalent	mtd.9fl_slg\teaupatabvog.so.9bo.latab\\:qttd
FOL	gnimsol no sucol	http://www.acswasc.org/process_ca_compre hensive.htm
FEP	Fluent-English-Proficient	soingergomeb\vog.so.ebo.www\\:qnf
ESLRs	Expected Schoolwide Learning Results	http://www.acswasc.org/process_ca_compre hensive.htm
ESL	eagengang brosse a sa dsilgad	http://www.cde.ca.gov/ta/ct/el
VƏSƏ	Elementary and Secondary Education Act	ni\20soso\gol\20slo\yolioq\yog.bo.www\\:qnf lm1d.xob
EPC	sinonoqmo') mergora leiinossi	qmoəlsiinəssə/lv/ql/si/vog.sə.əbə.www/\:qiid qss.
EO	(ก่ะเปริกป์ lsugnilonoM) yInO-ก่ะเปริกป์	
ELD	nomqolovoCl ogsugns.1 deilgn.1	http://www.cde.ca.gov/ta/cr/el
EFVb	English Language Acquisition Program	ธ.gnธlก่ะเโยกว\ca\saytes\g1\vog.ca.gus.www.\\:qnh qz
ELA	noitisiup2A sguagaL dsilgn3	ii/lɔ/ds/vog.sɔ.ɔbɔ.www/\:qttf
EL	English Learner	http://www.ka.ca.gov/ta/cr/el
EDGAR	U. S. Department of Education General Administrative Regulations	http://www.ed.gov/policy/fund/reg/edgarReg /edgar.html
АСКОИҮМ	STANDS FOR	MEB VDDKE22

ACRONYM	STANDS FOR	WEB ADDRESS
NCLB	No Child Left Behind	http://www.cde.ca.gov/pr/nclb
NRT	Norm-referenced Test	
P1	Program Improvement	http://www.cde.ca.gov/ta/ac/ti/programimpro v.asp
PSAA	Public Schools Accountability Act	http://www.cde.ca.gov/psaa
РТА	Parent Teacher Association	http://www.pta.org
R-FEP	Redesignated Fluent-English- Proficient	
ROPC	Regional Occupational Program and Centers	http://www.cde.ca.gov/rocp/dsp/coord.html
RSDSS	Regional System for District and School Support	http://www.cde.ca.gov/sp/sw/ss/s4directory.a sp
SABE/2	Spanish Assessment of Basic Education	http://www.cde.ca.gov/ta/tg/sr
SARC	School Accountability Report Card	http://www.cde.ca.gov/ta/ac/sa
SBCP	School-Based Coordinated Programs	
SEA	State Education Agency	http://www.cde.ca.gov
STAR	Standardized Testing and Reporting	http://www.cde.ca.gov/ta/tg/sr
UCP	Uniform Complaint Procedures	http://www.cde.ca.gov/re/cp/uc
WASC	Western Association of Schools and Colleges	http://www.acswasc.org



Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: OAK HILL ELEMENTARY SCHOOL

Date: JANUARY 3, 2011 To: BOARD OF TRUSTEES From: DAVID GRIMES, PRINCIPAL

Action Item X

Attached Pages ____44__

Principal's Initials: 🕢

SUBJECT: OAK HILL 2011 SINGLE PLAN FOR STUDENT ACHIEVEMENT

Each year schools are required to revise their Single Plan for Student Achievement. The new plan is to include updated, disaggregated assessment and demographic information. Based on this data, updated conclusions and goals for improvement are developed. This plan steers the site expenditure of revenues from state and federal categorical funds.

The Oak Hill School Site Council met and approved Oak Hill's updated plan on December 15, 2010.

We request Center Joint Unified School District Board of Trustees' approval of Oak Hill's 2011 Single Plan for Student Achievement.

AGENDA ITEM # XIV-8

The Single Plan for Student Achievement

OAK HILL ELEMENTARY SCHOOL

34-73973-6107734 CDS Code

Date of this revision: November 2010

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students to the level of performance goals established under the California Academic Performance Index. California *Education Code* sections 41507, 41572, and 64001 and the federal No Child Left Behind Act (NCLB) require each school to consolidate all school plans for programs funded through the School and Library Improvement Block Grant, the Pupil Retention Block Grant, the Consolidated Application, and NCLB Program Improvement into the Single Plan for Student Achievement.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person: David Grimes

Position: Principal

Telephone Number: 916-338-6460

Address: 3909 North Loop Blvd., Antelope, CA 95843

E-mail Address: davidgrimes@centerusd.org

Center Unified School District

The District Governing Board approved this revision of the School Plan on

Table of Contents

School Vision and Mission	3
School Profile	
Analysis of Current Instructional Program	<u>4</u> 5
Analysis of Current Educational Practices	7
Student Performance Data Summary	9
State Accountability: Academic Performance Index (API)	10
Federal Accountability: Adequate Yearly Progress (AYP)	11
Table 1a: Academic Performance by Sub-Groups, Language Arts	12
Table 1b: Academic Performance by Sub-Groups, Mathematics	13
Table 2a: Academic Performance by Grade Level, Language Arts	14
Table 2b: Academic Performance by Grade Level, Mathematics	15
Table 3: AYP English Language Arts	16
Table 4: AYP Mathematics	17
Table 5: 2007 Physical Fitness Report	18
Table 6: CELDT data	19
Planned Improvements in Student Performance: Goal 1	20
Planned Improvements in Student Performance: Goal 2	21
Planned Improvements in Student Performance: Goal 3	22
Use of Fiscal Resources	23
State programs included in this plan	25
Federal programs included in this plan	26
Centralized Services Expenditures	27
School Site Council Membership	28
Recommendations and Assurances	29
Specialized Terms	30
Site Council Bylaws	33
Chart of requirements for The Single Plan for Student Achievement	39

School Vision and Mission

Oak Hill Elementary strives to be a community of life-long learners where the support of parents, community, staff, and peers will provide a safe, friendly, caring environment where each person will flourish, take risks, be secure and grow in knowledge, confidence, love, and respect.

GOALS:

- A safe, orderly environment for all students and staff
- Quality curriculum and instruction
- Uninterrupted instructional time
- Frequent assessment of student performance to ensure success
- Clear communication between home and school
- An environment where students, staff, and community help each other
- Students attending daily, on time, ready to learn
- Maintain a positive working and learning environment, keeping challenges in proper perspective

At Oak Hill we believe

- that all people can learn and grow
- that all people learn and teach best in a positive, supportive, and trusting environment
- that all people have potential and unique talents and styles to contribute

In this environment, we envision that we and our students will:

- be responsible, empowered, self motivated, productive learners and decisionmakers
- value and respect ourselves and others
- cooperate and communicate as a member of a team and assume appropriate leadership roles
- cultivate a balance of academic, social, physical, and emotional growth
- play an active role in the technological world
- demonstrate global awareness

School Profile

Oak Hill Elementary is one of four elementary schools in Center Unified School District. We are located in the center of Antelope, a dynamic community of economic and social diversity. Oak Hill Elementary opened in 1994 and serves students from kindergarten through fifth grade with a current enrollment of approximately 745 students.

To create an environment that promotes powerful learning we provide standardsbased curriculum, presented in a variety of learning modalities, designed to develop critical thinking skills. We also develop an appreciation and respect for cultural diversity through our *Second Step Violence Prevention Program*.

Students who attend Oak Hill Elementary reach or exceed the grade level standards through the Open Court Reading Program, Harcourt Math Program, Harcourt Science Program, and Houghton Mifflin Social Studies Program in grades K-5.

We believe that parents and community play an integral part in the success of our students. Therefore, we encourage the participation of parents, community members, and business partners.

To our students and their families we pledge to provide an enriching education to include:

- Alternative programs operating after school
- An academic support network for students' success
- Staff development to ensure the most qualified teachers
- Communication with families about upcoming events
- Frequent assessment of student performance to ensure success
- A research-based, explicit reading and math program designed to meet the needs of all learners
- · A safe and orderly environment for all students and staff
- Peer mediation training
- An environment where everyone helps one another

Analysis of Current Instructional Program

The following statements are adapted from No Child Left Behind (NCLB), Title I Part A, and the California Essential Program Components (EPC). These statements may be used to discuss and develop findings that characterize the instructional program at this school for students:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment, and Accountability

 At Oak Hill, we use a variety of assessments to determine a student's needs. The following assessments are used at a variety of grade levels: the San Diego Quick (SDQ), Basic Phonics Skills Test (BPST), Advanced Phonics Skills Test (APST), fluency assessments, Direct Writing Assessment (DWA), Open Court unit assessments, chapter tests in reading and math, pre- and post-tests in the math program, Degrees of Reading Power (DRP), Accelerated Reader tests, and CST tests as part of the STAR program. As a whole, these assessments allow educators to gauge, on an ongoing basis, the effectiveness of standards-based instruction as well as drive remediation efforts.

Staffing and Professional Development

- Teachers have received training on the *Read Naturally* software for our computer labs
- Teachers receive new training as well as refresher courses in the Open Court 2002 Reading Program
- The District offers in-service training in Open Court, Harcourt Math Program, Harcourt Science Program, Houghton Mifflin Social Studies and Fred Jones Behavior Management Techniques
- Computer training in-services are provided for Aeries, our student information data system; standards-based report cards; and e-mail and internet use.
- Teachers have the opportunity throughout the year to attend off-site conferences to learn new techniques to ensure all students reach the grade level standards, and to enhance their classroom environment. (EX CAG sponsored training on differentiation and assessment.)
- An Academic Coach provides teacher training
- Regularly scheduled "Early Out Days" are calendared throughout the school year for collaboration at grade level and across the grades.
- On site video training for Harry Wong's First Days of School and Fred Jones Behavior Management Techniques.
- On site training for "Depth and Complexity" strategies for increased reading comprehension.

Teaching and Learning

- Since the 1997-1998 school year, we have been using the Open Court Reading Series. In the 2005-2006 school year we adopted Open Court 2002 grades K-5. This reading program is approved by the state, and aligned to the standards.
- In the 2009-2010 school year we adopted the *Harcourt Math Program*, 2008 version. We previously had used an earlier version of the same program. This math program is approved by the state, and aligned to the standards.
- In the 2006-2007 school year, we adopted the *Houghlin Mifflin Social Studies Program.* This social studies program is approved by the state, and aligned to the standards.
- In the 2007-2008 school year, we adopted the *Harcourt Science Program*. This program is approved by the state, and aligned to the standards.
- Teachers' daily lesson plans (or the pacing guides) state the grade level standards being addressed in reading and math.
- 150 minutes per day are allotted towards the Language Arts program and 60 minutes per day are allotted towards the math curriculum.

Opportunity and Equal Educational Access

- Students have access to small group instruction in the classroom during workshop time to pre-teach or re-teach the curriculum.
- Every classroom has supplemental materials to support the curriculum.
- We offer a free or reduced lunch and breakfast to students who qualify.
- Administrative classroom "walk-thrus" are held regularly in each class to insure all best practices are being implemented.

Involvement

- We share with other elementary school sites an ELD teacher to address the needs of our English Language Learners.
- We have a school ELAC (English Language Advisory Committee) and a District DELAC (District English Language Advisory Committee) for our non-English speaking parents.
- We provide translators as needed to bridge the language barrier between our non-English speaking parents and the school.
- Student Study Team meetings are held weekly to address student needs.
- Students and their families have access to our school library throughout the school year.
- We have an active Parent/Teacher Association to involve parents in the school.
- Student attendance is emphasized by the teaching staff, office staff, and administration by communication with families when their child is absent.
- Student health issues are addressed by our district nursing department.
- · Parent support/participation/involvement is encouraged, welcomed at Oak Hill.

Funding

• We provide an intervention program for students at risk of retention. Students most at risk remain at school for an additional hour outside the regular school day to develop the skills needed to meet the grade level standards. This

program is run by fully credentialed teachers. Many teachers offer a homework program to give students additional help on specific class work.

- All classrooms have approximately 3-6 computers for student use throughout the day. Students in grades K-5 are provided Internet access for research and other school projects.
- All classrooms have listening centers available to them to accommodate student needs.
- All classrooms have supplemental materials provided to enhance the core curriculum.
- Students have access to the Harcourt Math Intervention computer program, the Accelerated Reader program, the Math Facts in a Flash program, and the Read Naturally Program to build their fluency and comprehension skills.

ANALYSIS OF CURRENT EDUCATIONAL PRACTICE

Intervention

Oak Hill Elementary provides after school support for students who are at risk of retention. Students in grades 1-5 who are struggling in Language Arts may attend our Intervention program twice a week for one hour each day. Students in grades 2-5 who are struggling in math may attend our Intervention program twice a week for one hour each day.

Students attending the after school program for Language Arts spend part of their time on the computer using *Read Naturally*, a computerized reading program that focuses on reading fluency and comprehension skills. Students in the math intervention program practice math skills using a variety of games, flash cards, *Math Facts in a Flash*, and Harcourt Math Intervention software.

ANALYSIS OF CURRENT EDUCATIONAL PRACTICE

GATE

Oak Hill provides an after school enrichment program for the GATE population. Students enjoy a science and philosophy based hands on program. This program is designed to increase students' interest in the sciences, scientific method, problemsolving, and humanities.

ANALYSIS OF CURRENT EDUCATIONAL PRACTICE

Reaching Resolution

Oak Hill is participating for a fourth year in the <u>Reaching Resolution</u> program that is offered through the Sacramento County Office of Education's Center for Youth Citizenship. Students in grades 4-5 receive training that provides them with tools to

reach peaceful resolution during a conflict. These students are called the Oak Hill "Green Berets". The Green Beret Student Leadership Team also participates in a Community Showcase in the spring. It is the school's intent that through this program the school will become a safer place for students to attend, students will be empowered to solve their own disputes with other students without resorting to physical aggression, the school climate will be affected positively, and time on task and attendance will improve.

STUDENT PERFORMANCE DATA SUMMARY

					Schoo	I Demo	ograp		aracte	eristics	3			<u> </u>		
Mala			···			Octob	er, 20	009 CE								
Male	Am.	r				r			ale		r		r	·····		
	Indian or Alaska Native	Asian	Pacific Islander	Filipino	Hispanic or Latino	African American Not Hispanic	White	Indian or Alaska Native	Asian	Pacific Islander	Filipino	Hispanic Or Latino	African American Not Hispanic	White	Total	
Kdg		3	2		5	9	33		6	1	3		· · · · · · · · · · · · · · · · · · ·			
1st		4			7	13	26	1	10	1		6 12	10	<u>30</u> 41	108 125	
2nd		1	2	1	6	10	30		2	1	5	12	8	39	117	
3rd		8		2	5	8	34	1	14	_36	121					
4th 5th	5	4		1	4 5	6	29	3	7	2	2	13	20	39	130	
Other				3	5	5 2	40	2	3	1	2	6	11	39	131	
Total	5	27	4	9	32	53	196	7	30	7	12	59	74	3	10 742	
American Indian Asian Filipino Hispanic or Latino Pacific Islander White (not Hispanic) These percentages may not sum to 100 du Responses of: other, multiple, declined to so Or non-response. Participants in Free or Reduced Price Lunch (STAR 2010)								•Th ans Av The rep	a high : Hi Sc Cc Gr swer do Ec erage I e avera resents	cumen ducation Parent ge of al	raduate ol gradu lege aduate he perce ts with n level i Educa t Il respo	entage stated p informat tional L nses wh chool gr	of studer arent ion. evel nere "1"	1 3.15 1"		
Eng	glish L	earne	rs (ST/	AR 201	0)	Perce 11	nt	Fully credentialed teachers (CBED						<u>Percent</u> S) 100		
		-	r-round			no)	Теа	achers	with e	merger	ncy crea	lentials	0		
Scl	hool M	obility	(STAF	R 2010)	1	94								Numb	er	
	This is the percent of students who were counted on this school's October CBEDS									nt in gr sting (S		-11 on f 010)		504		
Thi cou	District Mobility (STAR 2010) This is the percent of students who were counted on the district October CBEDS.						ļ	tes Stu	ting (S dents r	TAR 20 equired	009) I to hav	re altern e xempl		AR 0		
<u>Gra</u>	Average Class Size (CBEDS) Grades Average K-3 4-6						D 3		dents e Jest	excused	l per pa	arent wri	itten	0		
								Nu	mber o	f Stude	ents Te	ested (S	TAR)	503	3	

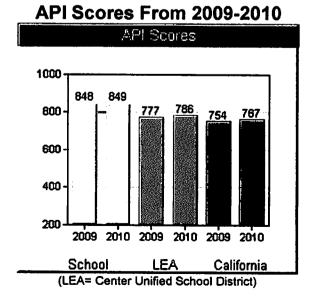
STATE ACCOUNTABILITY: ACADEMIC PERFORMANCE INDEX (API)

The API is a system for scoring schools statewide between 200 and 1,000, according to results of student performance based on the Student Testing and Reporting System (STAR). A score of 800 or higher is considered by the state to be in the "high achieving" range.

STAR 2010 Percent Tested	Number Included In the 2010 API	2010 API (Growth)	2009 API (Base)	2009- 2010 Growth Target	2009- 2010 Growth	Met Target School- wide	Met Target Comparable Improvement
100	473	849	848	A	+1	Yes	Yes

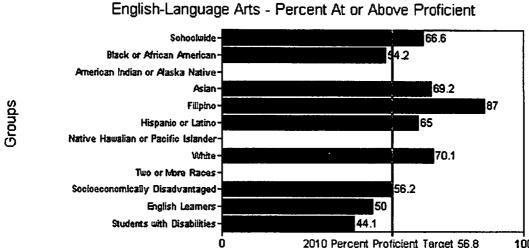
Student Groups							Met
	Number of	Numerically			2009-	2009-	2009-2010
	Pupils	Significant	2010	2009	2010	2010	Subgroup
	Included in	in Both	Subgroup	Subgroup	Growth	Growth	Growth
	2010 API	Years	API Growth	Base	Target		Target
African American, not Hispanic	72	No	789	N/A	N/A	N/A	N/A
American Indian or Alaska Native	7	No	N/A	N/A	N/A	N/A	N/A
Asian	26	No	N/A	N/A	N/A	N/A	N/A
Filipino	23	No	N/A	N/A	N/A	N/A	N/A
Hispanic or Latino	60	No	N/A	N/A	N/A	N/A	N/A
Pacific Islander	9	No	N/A	N/A	N/A	N/A	N/A
White not Hispanic	254	Yes	863	865	A	-2	Yes
Two or More Races	4	No	N/A	N/A	N/A	N/A	N/A
Economically Disadvantaged	219	Yes	815	804	A	11	Yes
English Learners	76	Yes	825	840	A	-15	Yes
Students with Disabilities	34	No	N/A	N/A	N/A	N/A	N/A

(A=scored at or above the interim statewide performance target of 800)



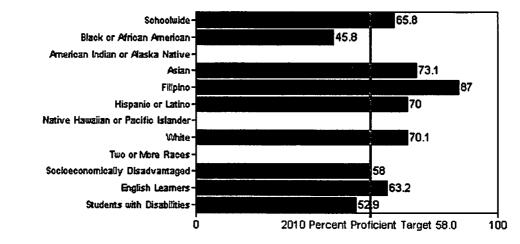
Met AYP Criteria	English-Language Arts	Mathematics
Participation Rate	Yes	Yes
Percent Proficient	Yes	Yes
API	Yes	Yes

Federal Accountability: Adequate Yearly Progress (AYP)



2010 Percent Proficient Target 56.8 100





Groups

		A	CADEMIC	PERFOR	MANCE IN	NDEX (AP	I) DATA B	SY STUDE	NT GROU	JP*
CALIFORNIA STANDARDS TEST PROFICIENCY LEVEL		All Student	5		White		Socio-Economically Disadvantaged			
		2008	2009	2010	2008	2009	2010	2008	2009	2010
Number (#) and Percent (%) At or Above	#	284	321	320	171	186	177	75	114	125
Proficient	%	54	64	68	58	67	71	38	54	58
Number and Percent At Basic	#	175	127	105	87	67	48	78	66	62
	%	33	26	22	30	24	19	39	31	29
Number and Percent Below Basic	#	50	36	38	23	16	21	31	21	22
	%	10	7	8	8	6	8	16	10	10
Number and Percent Far Below Basic	#	18	14	11	12	7	5	15	12	6
	%	3	3	2	4	3	2	8	6	3
TOTAL NUMBER AND PERCENT	#	527	498	474	293	276	251	199	213	215
	%	100	100	100	56	55	53	38	43	45

Table 1: Academic Performance Disaggregated by Numerically Significant Subgroups-Language Arts

*Table represents data of significantly populated subgroups according to State guidelines

Conclusions indicated by the data:

1. The percentage of "White" students declined by 3% between 2008 and 2010, while the percentage of Socio-Economically Disadvantaged (SED) students grew by 7% during the same period.

2. There was a significant closing of the achievement gap between 2008 and 2010 in English Language Arts, with 58% of SED students currently scoring in the Advanced/Proficient range. While there was a 14% increase in the total school population achieving proficiency, there was an increase of 20% during the same time period for the SED student population.

3. Oak Hill is making progress in reducing the numbers of students scoring in the Below Basic and Far Below Basic ranges in all significantly populated groups. SED students in that range decreased from 24% to 13% between 2008 and 2010.

		AC	CADEMIC	PERFOR	MANCE IN	NDEX (AP	I) DATA B	Y STUDE	NT GROU	JP*
CALIFORNIA STANDARDS TEST PROFICIENCY LEVEL		All Student	5		White		Socio-Economically Disadvantaged			
				2010	2008	2009	2010	2008	2009	2010
Number (#) and Percent (%) At or Above	#	353	324	311	213	195	174	106	121	125
Proficient	%	66	65	65.5	72	71	69	53	56	58
Number and Percent At Basic	#	111	113	97	53	55	41	59	60	54
	%	21	23	20.5	18	20	16	29	28	25
Number and Percent Below Basic	#	52	58	57	22	24	32	26	28	30
	%	10	12	12	8	9	13	13	13	14
Number and Parcent Far Bolow Pasia	#	15	7	10	7	1	5	10	6	6
Number and Percent Far Below Basic	%	3	1	2	2	1	2	5	3	3
	#	531	502	475	295	275	252	201	215	215
TOTAL NUMBER AND PERCENT	%	100	100	100	56	55	53	38	43	45

Table 2: Academic Performance Disaggregated by Numerically Significant Subgroups-Mathematics

*Table represents data of significantly populated subgroups according to State guidelines

Conclusions indicated by the data:

1. The data indicates an overall drop in student population, but an increase by 7% of students in the SED group.

2. Progress is being made with students in the SED group, with 5% more scoring in the Advanced or Proficient ranges between 2008 and 2010, and a slight decrease in the Far Below Basic range for this same student group, from 5% to 3%. An additional decrease from 29% to 25% in the Basic range for this student group adds further evidence of progress being made with this student population.

		A	CADEM		ORMAN	ICE IND	EX (API) DATA	BY GRA	DE LEV	EL		
CALIFORNIA STANDARDS TES PROFICIENCY LEVEL		Grade: 2		Grade: 3				Grade: 4		Grade: 5			
	2008	2009	2010	2008	2009	2010	2008	2009	2010	2008	2009	2010	
Number (#) and Percent (%) At	#	73	70	68	65	79	68	81	99	94	65	73	90
or Above Proficient	%	52	58	58	48	60	61	64	79	75	52	60	75
Number and Percent At Basic	#	52	32	30	46	30	26	38	23	25	39	42	24
Number and Percent At Basic	%	36	27	26	34	23	23	30	18	20	32	35	20
Number and Percent Below	#	12	13	14	17	18	15	6	3	4	15	2	5
Basic	%	9	11	12	13	14	13	4	2	3	12	2	4
Number and Percent Far Below	#	4	5	5	7	5	3	2	0	2	5	4	1
Basic	%	3	4	4	5	4	3	2	0	2	4	3	1
TOTAL NUMBER AND	#	141	120	117	135	132	112	127	125	125	124	121	120
PERCENT	%	100	100	100	100	100	100	100	100	100	100	100	100

Table 3: Academic Performance by Grade Level- Language Arts

Conclusions indicated by the data:

1. Significant growth has been made by students in all grade levels in Language Arts each grade made at least a 6% growth rate in the number of students scoring in the Proficient of Advanced range, with 5th grade students growing a phenomenal 23% between 2008 and 2010.

2. Then number and percent of students scoring in the Below Basic and Far Below Basic ranges is remained relatively stable, with the exception of 5th grade, which realized a 14% decrease in the number of students scoring in these lower ranges. Fourth grade (2% decrease) and 3rd grade ((2% decrease) also made modest growth with lower scoring students, while the 2nd grade had a 4% increase in the number of students scoring in the Below Basic and Far Below Basic ranges.

	CALIFORNIA STANDARDS TEST PROFICIENCY LEVEL		A	CADEM		ORMAN		EX (API) DATA	BY GRA	DE LEV	EL	
			Grade: 2			Grade: 3			Grade: 4			Grade: 5	
		2008	2009	2010	2008	2009	2010	2008	2009	2010	2008	2009	2010
Number (#) and Percent (%) At	#	76	63	61	101	94	80	101	102	97	75	65	73
or Above Proficient	%	54	52.5	52	74	71	70	78	82	78	60	52	61.3
Number and Percent At Basic	#	38	34	30	25	26	20	22	21	24	26	32	23
Number and Percent At Basic	%	27	28.5	26	19	20	18	17	17	19	21	25	19.3
Number and Percent Below	#	22	20	21	8	11	13	5	2	4	17	25	19
Basic	%	15	17	18	6	8	11	4	2	3	13	20	16.4
Number and Percent Far Below	#	5	2	5	1	1	1	2	0	0	7	4	4
Basic	%	4	2	4	1	1	1	1	0	0	6	3	3
TOTAL NUMBER AND	#	141	119	117	135	132	114	130	125	125	125	126	119
PERCENT	%	100	100	100	100	100	100	100	100	100	100	100	100

Table 4: Academic Performance by Grade Level- Mathematics

Conclusions indicated by the data:

1. Fourth grade and third grade have demonstrated a consistently high level of achievement in Math over the past three years, with the percentage of students scoring in the Proficient or Advanced range in third grade consistently in the low to mid-70's, with 4th grade in the hig 70's to low 80's.

2. A slight trend downward is evidenced in the percent of students scoring in the Proficient or Advanced range in second grade. This is accompanied by a 3% increase in the number of students scoring Below Basic.

English-I	_anguage Arts									
Targ	Target 56.8%									
Met all percent proficient rate criteria? YES										
GROUPS	Valid Scores	<u>Number At or</u> <u>Above</u> <u>Proficient</u>	<u>Percent At or</u> <u>Above</u> <u>Provicient</u>	<u>Met 2010</u> AYP Criteria*						
Schoolwide	473	315	66.6	Yes						
African American or Black (not of Hispanic origin)	72	39	54.2 SH	Yes						
American Indian or Alaska Native	7									
Asian	26	18	69.2	_						
Filipino	23	20	87.0	_						
Hispanic or Latino	60	39	65	_						
Pacific Islander	9									
White (not of Hispanic origin)	254	178	70.1	Yes						
Socioeconomically Disadvantaged	219	123	56.2 SH	Yes						
English Learners	76	38	50.0 Y2	Yes						
Students with Disabilities	34	15	44.1							

Table 3: English-Language Arts Adequate Yearly Progress (AYP)

*Reported by the state only for numerically significant populations

SH = Passed by safe harbor: The school, LEA, or subgroup met the criteria for safe harbor, which is an alternate method of meeting the Annual Measurable Objective (AMO) if a school, an LEA, or a subgroup shows progress in moving students from scoring at the below proficient level to the proficient level.

Y2 = Passed by using 2-year average: Schools, LEAs, or subgroups that have not met 2010 AYP participation rate or percent proficient AMO criteria using a one-year formula met the participation rate or AMO using a two-year formula.

Conclusions indicated by the data:

1. Oak Hill exceeded federal growth targets for all numerically significant populations.

2. Emphasis should continue to be placed on improving performance of SED students, who as a group reached proficiency at a rate 10% lower than the school as a whole, EL students, who as a group reached proficiency at a rate of 17% lower than the school wide rate, and African American students, who scored 12% lower than the school wide rate.

Tab	ble 4: Mathematics Adequate Yearly Progress (AYP)
	Mathematics
	Target 58.0%
	Met all percent proficient rate criteria? YES

<u>GROUPS</u>	<u>Valid Scores</u>	<u>Number At or</u> <u>Above</u> <u>Proficient</u>	<u>Percent At or</u> <u>Above</u> <u>Provicient</u>	<u>Met 2010</u> <u>AYP Criteria*</u>
Schoolwide	473	311	65.8	Yes
African American or Black (not of Hispanic origin)	72	33	45.8	Yes SH
American Indian or Alaska Native	7			-
Asian	26	19	73.1	
Filipino	23	20	86.0	-
Hispanic or Latino	60	42	70.0	-
Pacific Islander	5			
White (not of Hispanic origin)	254	178	70.1	Yes
Socioeconomically Disadvantaged	219	127	58.0	Yes
English Learners	76	48	63.2	Yes
Students with Disabilities	34	18	52.9	

*Reported by the state only for numerically significant populations

SH = Passed by safe harbor: The school, LEA, or subgroup met the criteria for safe harbor, which is an alternate method of meeting the Annual Measurable Objective (AMO) if a school, an LEA, or a subgroup shows progress in moving students from scoring at the below proficient level to the proficient level.

Conclusions indicated by the data:

1. Oak Hill exceeded federal growth targets for all numerically significant populations.

2. Emphasis should continue to be placed on improving performance of SED students, who as a group reached proficiency at a rate nearly 13% lower than the school as a whole, and African American students, who as a group reached proficiency at a rate 20% lower than school wide.

Table 5: 2009 Physical Fitness Report

2009 Physical Fitness Report Summary of Results				
Physical Fitness Tasks	Total Tested	% in HFZ	% not in HFZ	
Aerobic Capacity	132	74.5	25.8	
Body Composition	132	75.0	25.0	
Abdominal Strength	132	97.7	2.3	
Trunk Extension	132	97.0	3.0	
Upper Body Strength	132	88.6	11.4	
Flexibility	132	92.4	7.6	
Number of Fitness				
Standards Achieved	Number	Percent	Cymulative Percent	
6 of 6 fitness standards	81	61.4	61.4	
5 of 6 fitness standards	22	16.7	78.0	
4 of 6 fitness standards	16	12.1	90.2	
3 of 6 fitness standards	10	7.6	97.7	
2 of 6 fitness standards	1	0.8	98.5	
1 of 6 fitness standards	1	0.8	99.2	
0 of 6 fitness standards	1	0.8	100.0	
Total Tested	132	100		

Conclusions indicated by the data:

1. Areas of Aerobic Capacity and Body Composition are the areas most in need of extra attention, with 25% or more of students not reaching proficient competency.

2. Nearly 80% of students performed at or above standard in 5 of 6 fitness areas.

		California English Language Development Test (CELDT) Results 2009-2010									
Grade	Adva	anced	Earty A	dvanced	Intermediate		Early Intermediate	Begi	nning	Number Tested	
	#	%	#	%	#	%	#	%	#	%	#
к	0	0	0	0	8	31	8	31	10	38	26
1	1	3	11	28	16	41	9	23	2	5	39
2	2	8	4	16	12	48	4	16	3	12	25
3	2	7	8	28	15	52	3	10	1	3	29
4	2	8	8	31	14	54	1	4	1	4	26
5	3	20	8	53	4	27	0	0	0	0	15
Total	10	6	39	24	69	43	25	16	17	11	160

Table 6: California English Language Development (CELDT) Data

Planned Improvements in Student Performance

The school has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet API and AYP growth targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of student groups not meeting state standards:

SCHOOL GOAL #_1_

Students will show a two percent decrease in the number of students performing in the Below Basic and Far Below Basic categories on the CST assessment in Language Arts.

Student groups and grade levels to participate in t	his goal: A	Anticipated annual performance growth for each group:			
All students, Socioeconomically Disadvan Learners, African American	 Two percent decrease in the number of students performing in the Below Basic and Far Below Basic categories on the CST assessment in Language Arts 				
 Means of evaluating progress toward this goal: 1. CST for Language Arts 2. Open Court and Fluency Assessm 3. Cut-Points for Retention checklist 4. California Frameworks Blueprints 	nents	 Group data to be collected to measure academic gains: 1. Direct Writing Assessment Reports 2. Accelerated Reader Reports 3. Dataquest Reports 4. Report Cards each trimester 			
Actions to be Taken to Reach This Goal	Start Date Completion Date	Proposed Expenditures	Estimated Cost	Funding Source	
Extended learning time after school EL support Small group instruction during workshop Academic Coaches staff development Computer Support Technology Upgrades Access to appropriate reproduced materials Library Support Increased fluency practice	October 10-May 11 August 10-May 11 August 10-May 11 September 10-May 11 August 10-May 11 October 10-May 11 August 10-May 11 August 10-May 11	Intervention Teachers .25 ELD teacher & 1 INS Aide None 1 Academic Coach System Support Technician Computer Software Copy Center Copies 20 hr/wk Library Technician Additional books & materials	\$16,500 \$21,250 None \$65,000 \$28,000 \$3,700 \$23,903 \$14,000 \$400	District District SLIP SLIP SLIP SLIP SLIP SLIP	

Planned Improvements in Student Performance

The school has analyzed the planned program improvements and has adopted the following program support goals, related actions, and expenditures to raise the academic performance of student groups not meeting state standards:

Students will show a two percent decrease in the CST assessment in Mathematics.	number of students pe	rforming in the Below Basic and Far E	Below Basic categ	ories on the		
Groups participating in this goal:	Anticipated annual growth for each group:					
 All students, Socioeconomically disadvan American 	 Two percent decrease in the number of student performing the Below Basic and Far Below Basic categories on the CS assessment in Mathematics. 					
Means of evaluating progress toward this goal:	Group data to be collected to measu	re gains:				
1. CST for Mathematics	1. Unit Assessments					
 Harcourt Math Assessments Cut-points for Retentions checklist 		 Dataquest Reports Report Cards 				
5. Best Instructional Practices staff developr	nent					
Actions to be Taken to Reach This Goal	Start Date Completion Date	Proposed Expenditures	Estimated Cost	Funding Source		
Extended learning time after school Small group instruction during workshop Academic Coaches staff development Computer Support Access to appropriate reproduced materials Provide High Quality Math Curriculum to all Students	Oct. 10-May 11 August 10-May 11 August 10-May 11 August 10-May 11 August 10-May 11 August 10-May 11	Intervention Teachers None Academic Coach System Support Technician Copy Center Copies Math Consumables grades K-2	\$13,000 None \$65,000 \$28,000 \$23,903 \$5,600	District District SLIP SLIP SLIP		

Planned Improvements in Student Performance

The school has analyzed the planned program improvements and has adopted the following program support goals, related actions, and expenditures to raise the academic performance of student groups not meeting state standards:

Groups participating in this goal:			ated annual growth for each	group:		
All students		• Five percent reduction in Class I's and suspensions				
Means of evaluating progress toward this goal:		Group	data to be collected to meas	sure gains:	<u></u>	
1. Class I documentation		1. Actual Class I and suspension numbers (09-10 compared to				
2. Suspension documentation			10-11)			
Actions to be Taken to Reach This Goal	Start Date Completion Da	te	Proposed Expenditures	Estimated Cost	Funding Source	
Telephone calls by the administration informing parents of Class I violations and suspensions	August 10-May 11		None	None		
2 nd step Violence Prevention and Life Skills	August 10-May 11		None	None		
Reaching Resolution Program	September 10-May	/ 11	Community Showcase	\$150	Center for Youth Citizenship	
Green Beret Conflict Mediation	August 10-May 11		None	None	· ·	

Use of Fiscal Resources

The following fiscal practices apply to the use of funds generated through the Consolidated Application:

The state fiscal year is the period from July 1 to June 30. Funds not spent during this period become "carryover funds" to be budgeted for use the following fiscal year. Districts may allow carryover to remain at the school that generated the funds or may aggregate unspent funds from all schools and redistribute them according to the formula appropriate for each program. State law does not limit the amount of carryover funds.

The federal fiscal year is the period from October 1 through September 30. However, we are allowed to expend federal funds beginning the previous July 1. Thus, the period of allowable expenditure extends for 15 months. Title I law limits the amount of funds that may be carried over from the previous fiscal year to 15 percent, except for agencies that receive less than \$50,000. A waiver of this restriction may be requested from the State Board of Education once every three years.

Eighty-five percent of the funds from certain programs must be used for direct educational services at schools. This limitation applies to:

- Economic Impact Aid, State Compensatory Education Program
- Economic Impact Aid, limited-English-Proficient Program
- Title I, Part A, Improving Basic Programs

Up to 15 percent may be spent for administrative costs incurred at the school and district office in support of these programs.

Expenditures are allowable if they:

- Provide an effective means of achieving the purposes of the program funding source
- Are a reasonable use of limited resources
- Are necessary to achieve the goals of the plan
- Provide supplementary services for eligible students
- Do not fund services required by state law
- Do not pay for what, in the absence of these categorical funds, would be provided by the general fund

This definition meets the federal requirement that expenditures of funds "supplement, and not supplant" state and local expenditures.

The district must reserve funds from the Title I, Part A, Basic Grant Program for:

- Costs of parent involvement (1 percent minimum) and professional development (5 percent to 10 percent)
- Program Improvement schools, whatever is needed for costs of public school choice, transportation, and supplemental educational services, up to 20 percent of the district allocation

The district may reserve funds from Title I, Part A, for:

- Serving community day school students
- Capital expenses for Title I programs operated at private schools
- Salary differentials
- Preschool
- Summer school
- Before school, after school, and school year extension programs
- Neglected students
- Homeless students
- Assistance to schools

The district may also reserve funds for:

- Indirect costs of administering state and federal programs
- Repayment of disallowed expenditures

Funds received through the Consolidated Application must be used to reach school goals for improving the academic performance of all students to the level of state standards. In so doing, care must be exercised to ensure that each funding source is used for the purposes for which the funds are allocated, and for eligible students.

Programs Included in this Plan

Check the box for each state and federal categorical program in which the school <u>participates</u> and, if applicable, enter amounts allocated. (The plan must describe the activities to be conducted at the school for each of the state and federal categorical program in which the school <u>participates</u>. If the school receives <u>funding</u>, then the plan must include the proposed expenditures.)

State	e Programs	Allocation
	California School Age Families Education <u>Purpose</u> : Assist expectant and parenting students succeed in school	\$0
	Economic Impact Aid/ State Compensatory Education <u>Purpose</u> : Help educationally disadvantaged students succeed in the regular program	\$0
\boxtimes	Economic Impact Aid/ English Learner Program <u>Purpose</u> : Develop fluency in English and academic proficiency of English learners	\$ 64,468 (s)
	Art, Music and PE Block Grant (one time) <u>Purpose:</u> Art and music enrichment	\$ 0.00
	Art, Music and PE Grant (ongoing) <u>Purpose:</u> Art and Music enrichment	\$ 76,014 (d)
\boxtimes	Peer Assistance and Review <u>Purpose</u> : Assist teachers through coaching and mentoring	\$ 20,566 (d)
\boxtimes	Pupil Retention Block Grant <u>Purpose</u> : Prevent students from dropping out of school	\$ 134,398 (d)
\boxtimes	School and Library Improvement Program Block Grant <u>Purpose</u> : Improve library and other school programs	\$ 75,603 (s)
\boxtimes	School Improvement Program Fund <u>Purpose:</u> Improve school programs	\$ 0.00
\boxtimes	School Safety and Violence Prevention Act <u>Purpose</u> : Increase school safety	\$ 69,280 (d)
\boxtimes	Tobacco-Use Prevention Education <u>Purpose</u> : Eliminate tobacco use among students	\$ 3,000 (d)
\boxtimes	GATE	\$ 34,417 (d)
\boxtimes	Lottery	\$ 8,952 (s)
	Total amount of state categorical funds allocated to this school	\$337,675 - district controlled \$149,023- site controlled

Fed	eral Programs under No Child Left Behind (NCLB)	Allocation
	Title I, Neglected <u>Purpose</u> : Supplement instruction for children abandoned, abused, or neglected who have been placed in an institution	\$ O
	Title I, Part D: Delinquent <u>Purpose</u> : Supplement instruction for delinquent youth	\$0
	Title I, Part A: Schoolwide Program <u>Purpose</u> : Upgrade the entire educational program of eligible schools in high poverty areas	\$0
	Title I, Part A: Targeted Assistance Program <u>Purpose</u> : Help educationally disadvantaged students in eligible schools achieve grade level proficiency	\$0
	Title I, Part A: Program Improvement <u>Purpose</u> : Assist Title I schools that have failed to meet NCLB adequate yearly progress (AYP) targets for one or more identified student groups	\$0
	Title II, Part A: Teacher and Principal Training and Recruiting <u>Purpose</u> : Improve and increase the number of highly qualified teachers and principals	\$0
	Title II, Part D: Enhancing Education Through Technology <u>Purpose</u> : Support professional development and the use of technology	\$0
\boxtimes	Title III, Part A: Language Instruction for Limited-English-Proficient (LEP) Students <u>Purpose</u> : Supplement language instruction to help limited-English- proficient (LEP) students attain English proficiency and meet academic performance standards	\$ 32,707 (d)
\boxtimes	Title IV, Part A: Safe and Drug-Free Schools and Communities <u>Purpose</u> : Support learning environments that promote academic achievement	\$0
\boxtimes	Title V: Innovative Programs <u>Purpose</u> : Support educational improvement, library, media, and at-risk students	\$0
	Title VI, Part B: Rural Education Achievement <u>Purpose</u> : Provide flexibility in the use of NCLB funds to eligible LEAs	\$0
	Total amount of federal categorical funds allocated to this school	\$32,707— district · controlled \$0— site controlled
Т	otal amount of state and federal categorical funds allocated to this school	\$370,382- district controlled \$149,023 site controlled

CENTRALIZED SERVICES EXPENDITURES

The following services in support of this plan are to be provided by district staff from categorical funds allocated to the school through the Consolidated Application and other sources. At least 85 percent of expenditures from Consolidated Application programs must be spent for direct services to students at school sites.

Proposed Expenditures	Estimated Cost (included benefits when applicable)	SLIP	Funding Sou GATE	
GATE Stipend	\$750		\$750	
Mad Science	\$2,530		\$2,530	
GATE Field Trips	\$500		\$500	
GATE Supplies	\$367		\$367	
GATE Coordinator Substitutes	\$220		\$220	
Intervention Teachers	\$29,500			\$29,500
ELL Support	\$21,250			\$21,250
Supplies and Materials	\$23,903	\$23,903		
Books	\$6,000	\$6,000		
Technology Upgrades	\$3,700	\$3,700		
Technology Technician	\$28,000	\$28,000		
Library Technician	\$14,000	\$14,000		
Estimated Costs		\$75,603	\$4,367	\$50,750
Projected Revenue		\$75,603	\$4,367	\$50,750

Total Estimated Cost:	\$130,720
Total Projected Revenue:	\$130,720

School Site Council Membership

Education Code Section 64001(g) requires that the SPSA be reviewed and updated at least annually, including proposed expenditures of funds allocated to the through the Consolidated Application, by the school site council. The current make-up of the school site council is as follows:¹

Names of Members	Administrator	Classroom Teacher	Other School Staff	Parent or Community Member
David Grimes	X			
Chris Miyazaki			Х	
Rita Kearl		X		
Gina Oswalt		X		
Randi Phillips		X		
Traci Perrault				X
Natalie McNeal				X
Gina Carrozzo				X
Susie Lacy				X
Susan Wilson				X
Numbers of members of each category	1	3	1	5

¹ At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The school site council recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

- 1. The school site council is correctly constituted and was formed in accordance with district governing board policy and state law.
- 2. The school site council reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the school plan requiring board approval.
- 3. The school site council sought and considered all recommendations from the following groups or committees before adopting this plan (Check those that apply):
 - _X_ English Learner Advisory Committee
 - _X_ Community Advisory Committee for Special Education Programs
 - _X_ Gifted and Talented Education Program Advisory Committee

Other (list)

- 4. The school site council reviewed the content requirements for school plans of programs included in this Single Plan for Student Achievement and believes all such content requirements have been met, including those found in district governing board policies and in the LEA Plan.
- 5. This school plan is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
- 6. This school plan was adopted by the school site council at a public meeting on: December 15, 2010.

Attested:

David Grines

<u>12/16/(5)</u> Date

Gina Carrozzo Gina Carrozzo

Acronyms and Specialized Terms

Listed below are acronyms most often associated with programs funded through the Consolidated Application. Most of the acronyms are "hot-linked" to information on the topic of the acronym:

ACRONYM	STANDS FOR	WEB ADDRESS
ADA	Average Daily Attendance	http://www.cde.ca.gov/ds/fd/ec/
ADA	Americans with Disabilities Act	http://www.usdoj.gov/crt/ada/adahom1.htm
API	Academic Performance Index	http://www.cde.ca.gov/ta/ac/ap
APS	Academic Program Survey	http://www.cde.ca.gov/ta/lp/vl/improvtools.asp#a
BTSA	Beginning Teacher Support and Assessment	http://www.btsa.ca.gov
BTTP	Bilingual Teacher Training Program	http://www.cde.ca.gov/sp/el/bt
CAHSEE	California High School Exit Examination	http://www.cde.ca.gov/ta/tg/hs/
CBEDS	California Basic Educational Data System	http://www.cde.ca.gov/ds/ss/cb
CBEST	California Basic Educational Skills Test	http://www.ctc.ca.gov/credentials/CAW- exams.html#CBEST
CDE	California Department of Education	http://www.cde.ca.gov
CELDT	California English Language Development Test	http://www.cde.ca.gov/ta/tg/el
COE	County Office of Education	http://www.cde.ca.gov/re/sd/co/index.asp
COP	Committee of Practitioners (Title I)	http://www.cde.ca.gov/sp/sw/t1/practitioners.asp
СРМ	Categorical Program Monitoring	http://www.cde.ca.gov/ta/cr/cc
CSAM	California School Accounting Manual	http://www.cde.ca.gov/fg/ac/sa
CSIS	California School Information Services	http://www.cde.ca.gov/ds/sd/cs
CSR	Comprehensive School Reform	http://www.cde.ca.gov/ta/lp/cs/
СТС	Commission on Teacher Credentialing	http://www.ctc.ca.gov
DAS	District Assistance Survey	http://www.cde.ca.gov/ta/lp/vl/documents/distassi stsrvy1.doc
DSLT	District/School Liason Team	
EC	Education Code	http://www.leginfo.ca.gov/calaw.html
EDGAR	U. S. Department of Education General Administrative Regulations	http://www.ed.gov/policy/fund/reg/edgarReg/edg ar.html
EL	English Learner	http://www.cde.ca.gov/ta/cr/el

ACRONYM	STANDS FOR	WEB ADDRESS
ELA	English Language Acquisition	http://www.cde.ca.gov/sp/el/ii
ELAP	English Language Acquisition Program	http://www.cde.ca.gov/fg/aa/ca/englishlang.asp
ELD	English Language Development	http://www.cde.ca.gov/ta/cr/el
EO	English-Only (Monolingual English)	
EPC	Essential Program Components	http://www.cde.ca.gov/ta/lp/vl/essentialcomp.asp
ESEA	Elementary and Secondary Education Act	http://www.ed.gov/policy/elsec/leg/esea02/index. html
ESL	English as a Second Language	http://www.cde.ca.gov/ta/cr/el
ESLRs	Expected Schoolwide Learning Results	http://www.acswasc.org/process_ca_comprehen sive.htm
FEP	Fluent-English-Proficient	http://www.cde.ca.gov/demographics
FOL	Focus on Learning	http://www.acswasc.org/process_ca_comprehen sive.htm
FTE	Full-Time-Equivalent	http://data1.cde.ca.gov/dataquest/gls_fte.htm
GATE	Gifted and Talented Education	http://www.cde.ca.gov/sp/g/
GED	General Educational Development	http://www.cde.ca.gov/ta/tg/gd
HPSGP	High Priority Schools Grant Program	http://www.cde.ca.gov/ta/lp/hp/
IEP	Immigrant Education Program (NCLB, Title	http://www.cde.ca.gov/sp/el/t3
IEP	Individualized Education Program	http://www.calstat.org/iep/
II/USP	Immediate Intervention/Underperforming Schools Program	http://www.cde.ca.gov/ta/lp/iu
LC	Language Census	http://www.cde.ca.gov/ds/ss/lc
LD	Learning Disabled	
LEA	Local Educational Agency	http://www.cde.ca.gov/re/sd
LEP	Limited English Proficient	
NAEP	National Assessment of Educational Progress	http://www.nagb.org
NCE	Normal Curve Equivalent	
NCLB	No Child Left Behind	http://www.cde.ca.gov/pr/nclb
NRT	Norm-referenced Test	
PI	Program Improvement	http://www.cde.ca.gov/ta/ac/ti/programimprov.as
PSAA	Public Schools Accountability Act	http://www.cde.ca.gov/psaa

ACRONYM	STANDS FOR	WEB ADDRESS
		WEB ADDRESS
PTA	Parent Teacher Association	http://www.pta.org
R-FEP	Redesignated Fluent-English-Proficient	
ROPC	Regional Occupational Program and Centers	http://www.cde.ca.gov/rocp/dsp/coord.html
RSDSS	Regional System for District and School Support	http://www.cde.ca.gov/sp/sw/ss/s4directory.asp
SABE/2	Spanish Assessment of Basic Education	http://www.cde.ca.gov/ta/tg/sr
SARC	School Accountability Report Card	http://www.cde.ca.gov/ta/ac/sa
SBCP	School-Based Coordinated Programs	
SEA	State Education Agency	http://www.cde.ca.gov
STAR	Standardized Testing and Reporting	http://www.cde.ca.gov/ta/tg/sr
UCP	Uniform Complaint Procedures	http://www.cde.ca.gov/re/cp/uc
WASC	Western Association of Schools and Colleges	http://www.acswasc.org

.

OAK HILL ELEMENTARY SCHOOL SCHOOL SITE COUNCIL BYLAWS

Revised April 3, 2005

ARTICLE I: The name of this committee shall be the OAK HILL SCHOOL SITE COUNCIL.

ARTICLE II: PURPOSE

The purpose of this council shall be to:

1. Assist in the development of the School Improvement Plan

2. Have ongoing responsibility to review with the principal, teachers, other school personnel, and pupils, with the implementation of the School Improvement Program, and to assess periodically the effectiveness of the program.

3. Annually review the School Improvement Plan.

4. Establish a school improvement budget that is consistent with the Education Code, and if necessary, make modifications in the plan to reflect changing improvement needs and priorities.

ARTICLE III: MEMBERSHIP

<u>Section 1.</u> The council shall be composed of a school site administrator and representatives of the teachers and/or other staff members elected by teachers at the school. Other community members shall be elected by the parents of the pupils attending this school.

<u>Section 2.</u> The council shall be constituted so as to ensure parity between, (a) an administrator, classroom teachers, and other school personnel and (b) the parents and other community members who are elected by the parents. <u>Section 3.</u> Classroom teachers shall comprise the majority of those persons representing school staff. The Parent Volunteer Coordinator is considered school personnel.

<u>Section 4.</u> The membership of this committee shall not exceed 10 persons with voting privileges.

<u>Section 5.</u> The president and vice-president of the Student Body of this school will be invited to be part of this council, but without voting privileges.

<u>Section 6.</u> In the event that all alternates are utilized to fill vacated spots the Secretary will post a public notice that there is a position available on the Council. The School Site Council will then appoint a new member to the Council from the list of names to serve the remainder of the vacated term.

Section 7. Members shall serve for a two-year term

ARTICE IV: DUTIES OF THE COUNCIL MEMBERS:

It school be the duty of all council members to:

<u>Section 1.</u> Attend all meetings or contact the Chairperson to provide alternates when it is impossible to attend in person. Such alternates shall have full voting privileges.

<u>Section 2.</u> Accept positions as officers or subcommittee members when so appointed or elected, unless unable to carry out duties entailed.

<u>Section 3</u>. The Council shall serve as the nomination committee. A notice will be sent out in March to inform perspective peer groups of an upcoming election of members. Nominations will be taken before and during the April meeting with nominations to be closed at the adjournment of the April meeting. Elections of members will be held prior to the June meeting, at which time nominations will be accepted and the election of council officers will be held.

<u>Section 4</u>. Resignations will be accepted only upon written notice to the Chairperson. The vacated position will be filled by the alternate that is next in line according to the election results.

<u>Section 5.</u> A member can be removed after failing to attend three (3) or more meetings and/or failing to send an appropriate alternate.

ARTICLE V: OFFICERS:

<u>Section 1.</u> The officers of this council will be comprised of: The Chairperson, First Vice Chairperson, and the Second Vice-Chairperson.

<u>Section 2.</u> The positions of Chairperson and First Vice-Chairperson will be held by the elected parents or community members.

<u>Section 3.</u> The position of the Second Vice-Chairperson will be held by a school site administrator of Oak Hill Elementary.

<u>Section 4.</u> The position of Secretary will be performed by the Parent Volunteer Coordinator.

ARTICLE VI: DUTIES OF OFFICERS

<u>Section 1.</u> It shall be the duty of the Chairperson to preside over all meetings.

<u>Section 2.</u> It shall be the duty of the Chairperson to be the District Advisory Council Representative or to send a qualified alternate.

<u>Section 3.</u> In the absence or disability of the Chairperson, the First Vice-Chairperson shall assume the duties of the Chairperson.

<u>Section 4.</u>Should both the senior officers be unavailable, the Second Vice-Chairperson shall preside over the meeting.

<u>Section 5.</u> The Secretary shall keep the minutes of all meetings, attend to correspondence, and send out publicity as directed, with the assistance of SIP-funded school personnel.

<u>Section 6.</u> The outgoing officers will preside over the June transitional meeting.

ARTICLE VII: ELECTION OF OFFICERS

<u>Section 1.</u> All officers shall be elected or selected by the council membership after either volunteering or being nominated for the position.

<u>Section 2.</u> Should an officer resign before the new elections are held, the Chairperson shall appoint a

member in good standing to assume the office until the next regular meeting when the vacancy can be filled.

<u>Section 3.</u> Any officer may be removed by a two-thirds (2/3) vote of all members sitting on the School Site Council whenever in the judgment of the council the best interest of the council would be served thereby.

ARTICLE VIII: MEETINGS AND QUORUMS

<u>Section 1.</u> Meetings will be held once per month on a day that is agreed upon by the majority of this council.

<u>Section 2.</u> All agenda items will be submitted to the Secretary within one week prior to the meeting.

<u>Section 3.</u> All members will be notified one week prior to each meeting by the Secretary or a committee member.

<u>Section 4.</u> A simple majority of the membership and/or alternates present shall constitute a quorum.

<u>Section 5.</u> The transitional meeting held in June will include both the old and new members.

ARTICLE IX: COMMITTEES

<u>Section 1.</u>The Chairperson shall appoint such committees as he/she considers necessary at any time, or as directed by the majority of the members present.

ARTICLE X: AMENDMENTS

<u>Section 1</u>. These bylaws may be amended at any regular meeting by a two-thirds (2/3) vote of the quorum.

ARTICLEXI: SITE PROPERTY

<u>Section 1.</u> All information, minutes, and correspondence pertaining to the Site Council shall be kept in a file on the school site, under the direction of the SIP Coordinator.

Chart of Requirements for The Single Plan for Student Achievement

REQUIREMENTS	LEGAL CITATION	Economic Impact Aid (EIA) English Learners	EIA, State Compensatory Education	Title I Targeted Assistance	Title I, Schoolwide	Title I, Program Improvement	Immediate Intervention/USP	High Priority Schools	Title II, Improving Teacher Quality	Title III, English Learners	Title IV, Safe & Drug-free Schools	Title V Innovative Programs	School Safety Block Grant **	Pupil Retention Block Grant	School & Library Improvement BG
I. Involvement		.				r	····		r	1	_	·			1
Involve parents and community in	EC 52055.625(b)(1)(C), (2)(C), (e)							X	1						
planning and implementing the school	EC 52055.620(a)(4)							X							
plan	EC 52054						X			1					
	EC 35294.1(b)(2)(C)				~								х		
	5CCR 3932	X	X	X	X	X	X		X		X	X			
	20 USC 7115(a)(1)(E) 20 USC 6316(b)(3)					X					X				
	20 USC 6315(c)(1)(G)			x											
	20 USC 6314(b)(1), (2)(A)				х										
Advisory committee review &	EC 64001(a)	X	X	х	Х	X	х		X		X	х			
recommendations	EC 52055.620(b)(1)							x							
Written notice of PI status	20 USC 6316(b)(3)					X									·
II. Governance and Administrat	ion					•									
Single, comprehensive plan	EC 64001(a), (d)	X	X	X	X	X			X	X	X	X		X	Х
	EC 52853	x	x	х	х	x						x			
	EC 41572														х
	EC 41507													х	
	EC 35294.1(a)												х		
	20 USC 7114(d)(2)	ļ									x				
	20 USC 6315(c)(1)(B)			x											

"This program must be included in the Single Plan For Student Achievement if funds are provided to the school from the district's entitlement [EC 64001(d)]

REQUIREMENTS	LEGAL CITATION	Economic Impact Aid (EIA) English Leamers	EIA, State Compensatory Education	Title I Targeted Assistance	Title I, Schoolwide	Title I, Program Improvement	Immediate Intervention/USP	High Priority Schools	Title II, Improving Teacher Quality	Title III, English Learners	Title IV, Safe & Drug-free Schools	Title V Innovative Programs	School Safety Block Grant **	Pupil Retention Block Grant	School & Library Improvement BG
	20 USC 6314(b)(2)(A)				х										
School site council (SSC) constituted per former EC 52012	EC 64001(g)	x	х	x	х	x			x	x	x	x		x	x

.

Evaluation of improvement strategies EC 64001(f) EC 52853 EC 52853 EC 52055.625(c) EC 35294.2(e) EC 32228.5(b) 20 USC 7115(a)(2)	IV. Standards, Assessment, and Accountability Comprehensive assessment and EC 64001(f) analysis of data EC 52055.620(a)(1) - (20 USC 7115(a)(1)(A) 20 USC 6314(b)(1), (2	Filan includes proposed EC 64001(g) expenditures to improve EC 52853 academic performance 20 USC 6316(b)(3) 20 USC 6315(c) 20 USC 6314(b)(2)(A) Describe centralized services 5 CCR 3947(b) expenditures 5 CCR 3947(b)	specity role of school, LEA, and SEA; 20 USC 6316(b)(3) and coordination with other organizations Submit High Priority annual report after EC 52055.640 public LEA governing board review III. Funding		Appendix B: ssc developed plan EC 64001(a) and expenditures EC 41572 EC 41507 EC 41507 EC 35294.1(b)(1) EC 64001((g) SSC annually updates the plan EC 64001((g)
25(c) (e) (b) (5(a)(2)	Accountability EC 64001(f) EC 52055.620(a)(1) - (3) EC 52054 20 USC 7115(a)(1)(A) 20 USC 6314(b)(1), (2)(A))) 16(b)(3) 15(c) 14(b)(2)(A) 7(b)	40 (3)	(e))) (30(b) (6(b)(3)	9) (b)(1)
× ×	×	×××		×	×××
× ×	×	×××		×	×××
× ×	×	× ××		×	×××
××	× ×	× ××		×	× × ×
× ×	×	× ××		× ×	× = ; = ×
	× ×	× ×		×	
×	×		×	× ×	
×	×	×		×	××
×	×	×		×	× : ×
× ×	× ×	×		×	×××
× ×	×	××		×	× ×
× ×	<u> </u>				
				×	× × ×

			T	T	r	I			<u> </u>	<u> </u>	T	r	r	r	
Ongoing monitoring and revision	20 USC 6315(c)(2)(B)													 	
Assessment results available to parents	EC 35294.2(e) 20 USC 7115(a)(1)(E)										x		X		
	20 USC 6314(b)(2)(A)				x					ļ					
V. Staffing and Professional D		1	1	I	L	I	L	I	I	L	I		1		
Provide staff development	EC 52853	X	x	X	X	x	r	1	γ	r	r	x	1	r	<u> </u>
	EC 52055.625(d)(1)(B),(C)			^		1		x			ł	^			
			1					^		ļ					
	EC 32228(b)(2) 20 USC 6316(b)(3)					x				ł			×		
				x		^				l					
	20 USC 6315(c)(1)(F)		Ì	^						[
Budget 10% of Title I for staff	20 USC 6314(b)(1), (2)(A)			<u> </u>	X										
-	20 USC 6316(b)(3)					X									
development						<u> </u>									
Provide highly qualified staff	EC 52055.625(b), (d)					ł		X							
	20 USC 6315(c)(1)(E)			X							1				
	20 USC 6314(b)(1), (2)(A)				X	ļ		ļ	ļ				ļ	ļ	
Distribute experienced teachers	EC 52055.620(d)	<u> </u>						X			<u> </u>				
VI. Opportunity & Equal Education				•		•									
Describe instruction for at-risk students	EC52853	X	X	X	х	X						X			
Describe the help for students to meet	EC 64001(f)	X	X	X	x	X	X		X	x	X	X			
state standards	20 USC 6314(b)(1), (2)(A)			1	X										
	20 USC 6315(c)			X											
Describe auxiliary services for at-risk	EC 52853	X	X	X	х	Х						Х			
students	EC 52055.620(a)(7)							X							
	20 USC 7114(d)(2)(E)		ł								x				
	20 USC 6315(c)			X											
	20 USC 6314(b)(1), (2)(A)				х										
Avoid Isolation or segregation	5CCR 3934	X	X	X	Х	Х						Х			
Vil. Teaching and Learning															
Goals based on performance	EC 64001(f)	X	X	X	Х	X	х		X	Х	Х	Х			
	20 USC 7115(a)(1)(A)										x				
Define objectives	EC 52054						х	[
	20 USC 7114(d)(2)(B)										х				
	20 USC 6316(b)(3)					x									

Steps to intended outcomes	EC 52054						X								
	5CCR 3930		x	x	х	x			x			Ì			1
Account for all services	5CCR 3930		X	X	X	X			X						
Provide strategies responsive to	EC 52055.620(a)(3)						1	X							
student needs	EC 52054					1	X				1				
	5CCR 3931	X	x	X	x	x			X		X	X			
	20 USC 7114(d)(2)(E)					ļ					X			[
	20 USC 6315(c)			X											
	20 USC 6314(b)(2)(A)				X										
Describe reform strategies that:	20 USC 6314(b)(1), (2)(A)				Х										
-Allow all to meet/exceed standards;	20 USC 6315(c)			X	Х										
-Are effective, research based;	20 USC 6316(b)(3)		1		Х	X	[[[1			
	20 USC 6315(c)(1)(C)			X			1								l
	20 USC 6314(b)(1)(B)				х										1
-Strengthen core academics;	EC 52054		1		Х		X						1		
-Address under-served populations;	EC 52055.625(b), (c)				х			x							
-Provide effective, timely assistance;	20 USC 6314(b)(1)(l), (2)(A)				X										
-Increase learning time	20 USC 6316(b)(3);		1			X		[[]	
	20 USC 6314(b)(1)(B),(2)				х										
-Meet needs of low-performing students	20 USC 6315(c)(A);]	X		[[[
	20 USC 6314(b)(1)(B),(2)				х										
-Involve teachers in academic	20 USC 6314(b)(1)(H), (2)		1		Х			[[
assessments															
-Coordinate state and federal programs	20 USC 6315(c)(1)(H)		1	X				[
	20 USC 6314(b)(1)(J), (2)(A)				x										
-Transition from preschool	20 USC 6315(c)(1)(D)			X											
	20 USC 6314(b)(1)(G), (2)(A)	Ì			x									1	
Provide an environment conducive to	EC 52055.625(f)(1)							X							
learning	EC 52055.620(a)(6)						1	x							l
	20 USC 7114(d)(1)										х				
Enable continuous progress	5CCR 3931	X	X	X	Х	Х			Х		X	X			
Acquire basic skills, literacy	EC 52055.625(b)(1), (c)(1)							х	Х						
	5CCR 3937	X	x	х	Х	х						X			
Align curriculum, strategies, and	EC 52853	X	X	X	Х	Х						X		-	

٢

,

44

•

.



Center Joint Unified School District

Dept./Site: McClellan High School

To: Board of Trustees

Date: January 19, 2011

From: David DeArcos, Principal

Principal/Administrator Initials:

AGENDA REC	UEST FOR:
Action Item	X

Information Item _____

Attached Pages _ 5/

SUBJECT: Safe School and Emergency Preparedness Plan

Attached is the Safety Plan for McClellan High School for the 2010-11 school year.

RECOMMENDATION: The Center Joint Unified School District Board of Trustees approve the Safe School and Emergency Preparedness Plan for McClellan High School.

AGENDA ITEM: XIV-9

McClellan High School



Safe School

And

Emergency Preparedness Plan

Center Joint Unified School District Antelope, CA Revised 2010-2011 School Year

TABLE OF CONTENTS

Table of Contents	1
Emergency Preparedness Plan - Signature Sheet	
Emergency Preparedness Plan - Objective	
Mission Statements	4
MAPS	
Emergency Shut Off	5
Classroom Evacuation	
Off Site Evacuation	7
Emergency Phone Numbers	8
Communications	
Drills	
Incident Command System	
Incident Command Flowchart	
Incident Command Descriptions	
Staff Special Skills/Health Concerns	13
CRISIS READINESS	
Building Evacuation	15
Evacuation of School Grounds	
School Evacuation Instructions	
Hazardous Materials Evacuation or In-Place Sheltering	. 17
Chemicals	
In-Place Sheltering	
Lock Down Procedure	
Early Dismissal	
Release of Students to Parents	
Student Release Form	
Informing Parents	
Bomb Threat Procedures	
Receiving Bomb Threat	
Threatening Phone Call Form	. 25
Domestic or Civil Disturbance	. 26
Intruder or Hostage Situation	. 26
Procedure to Deal with Civil Disturbances	. 28
Kidnapping/Attempted Kidnapping	. 29
Death/Suicide	
Fire	
Flood	
Earthquake	
Wind and Other Types of Severe Weather	
Medical Emergencies	
First Aid Instructions	
Injury and Missing Person Report	. 33
Fallen Aircraft	•
ACTION PLAN	•
The School Climate	45
The Physical Environment	
The Social Environment	. 48
POLICIES AND REPORTING	
Child Abuse	
Uniform Complaint Procedures	
Hate Crime	
Discrimination/Harassment	. 52
Law Enforcement and Parent Notification of Violent Crime	
Suspension & Expulsion	. 54
SITE SPECIFIC ITEMS	

Emergency Preparedness Plan Signature Sheet

McClellan's Safe School Plan was developed in accordance with SB 187 and Safe Schools A Planning Guide for Action, published by the Department of Education. Student, parent and teacher surveys were taken into account to determine areas of greatest need. The document includes the school's personal, physical, social and cultural environment, which serves as an effective prevention plan based on parent and student surveys. Also taken into consideration are temporary restraining orders, school-generated child abuse reports, custody orders prohibiting parents from contact with a child at school, harassment complaints filed by students and staff, suspension logs and accident reports. Additionally, the District's discrimination and harassment policy, hate crime reporting procedures and the Uniform Complaint Policy is included.

A detailed crisis response plan based on the California Standardized emergency Management System (SEMS) is included. This model was designed to centralize, organize, and coordinate emergency response among district organizations and public agencies. Specific first aid treatment is categorized in alphabetical order.

The following committee members revised and approved this comprehensive school plan:

Member	Title	Signature
	Principal	
	Teacher	
	Teacher	·
	Teacher	
	Secretary	
	Parent	
<u> </u>	Student	

EMERGENCY PREPAREDNESS PLAN

The Emergency Response Plan has as its primary objectives:

- 1. To save lives and avoid injuries;
- 2. To safeguard school property and records;
- 3. To promote a fast, effective reaction to coping with emergencies;
- 4. To restore conditions back to normal with minimal confusion as promptly as possible.

For these objectives to be attained it will require clear activation procedures and responsibilities, identification of all tasks to be performed and by whom, an organized yet flexible response, and the dedication and cooperation of all.

It is vital to the continued functioning of the school, staff, and students that we are prepared to respond effectively in times of emergencies. Such preparations will also help us meet our obligations to our community.

This plan is developed to be used in case of emergency. All members of the faculty and other employees should:

- 1. Familiarize themselves with this plan
- 2. Be prepared to activate it immediately, and
- 3. Perform any duties to which they are assigned to make its activation effective.

An emergency exit route will be posted in the classroom beside the door. All who use this room should be familiar with the fire evacuation route as it applies to that room. When you have a substitute, make sure they are aware of where this map is located and that the roll sheet and student emergence information must be taken with them during the drill.

Members of the faculty shall teach the Emergency Response Plan to the students. The members of each classroom shall be instructed in the evacuation plan so they can respond immediately upon receiving the necessary warning.

Center Unified School District

Mission Statement

Students will realize their dreams by developing communication skills, reasoning, integrity, and motivation through academic excellence, a well rounded education, and being active citizens of our diverse community.

McClellan High School Mission Statement

The mission of McClellan High School is to provide an environment for students to develop:

Integrity Responsibility Respect



(School Name) CLASSROOM EVACUATION MAP

.



EMERGENCY PHONE NUMBERS

- Sheriff/Fire Department: 911
- Twin Rivers Dispatch 286-4875
- District School Resource Officer 275-0256
- Poison Control Center, UCD Medical Center: (916) 734-3692
- California American (Water): (916) 568-4200
- SMUD (Electricity): (916) 456-7683
- PG&E (Gas): (916) 743-5000
- Superintendent's Office: (916) 338-6409
- Facilities and Operations:
 - o Craig (916) 338-7580
 - o Carol (916) 338-6337
 - Kim (916) 338-6417
- Child Protective Services (CPS): (916) 875-5437
- Spinelli Elementary School: (916) 338-6490
- Dudley Elementary School: (916) 338-6470
- Oak Hill Elementary School: (916) 338-6460
- Wilson C. Riles Middle School: (916) 787-8100
- Center High School: (916) 338-6420
- Antelope View Charter School: (916) 339-4690
- Global Youth Charter School: (916) 339-4680
- McClellan High School: (916) 338-6445

COMMUNICATIONS

It is likely that the public address system will be operational in most emergencies during which inside-the-building announcements need to be made. If it's not, communication will be by messenger(s) from the office to each teacher.

Communication between the custodial staff and the office staff will be by radio. One radio shall be assigned to each of the following people:

David DeArcos Terry Shoup Linda Jones Peter Hoffman James Lockett Terry McCauley Sahr McLeod Greg Davis Kim Baioni Chris Collins Aaron Hagman Gerry Kuehner Mary Franklin

Telephone Communication

- 1. The school telephones may **NOT** be used by **ANY** person for outgoing calls of any kind during an emergency, except when authorized by the principal.
- 2. Appropriate authorities will be notified including 911, Safe School Sheriff, and the Superintendent.

DRILLS

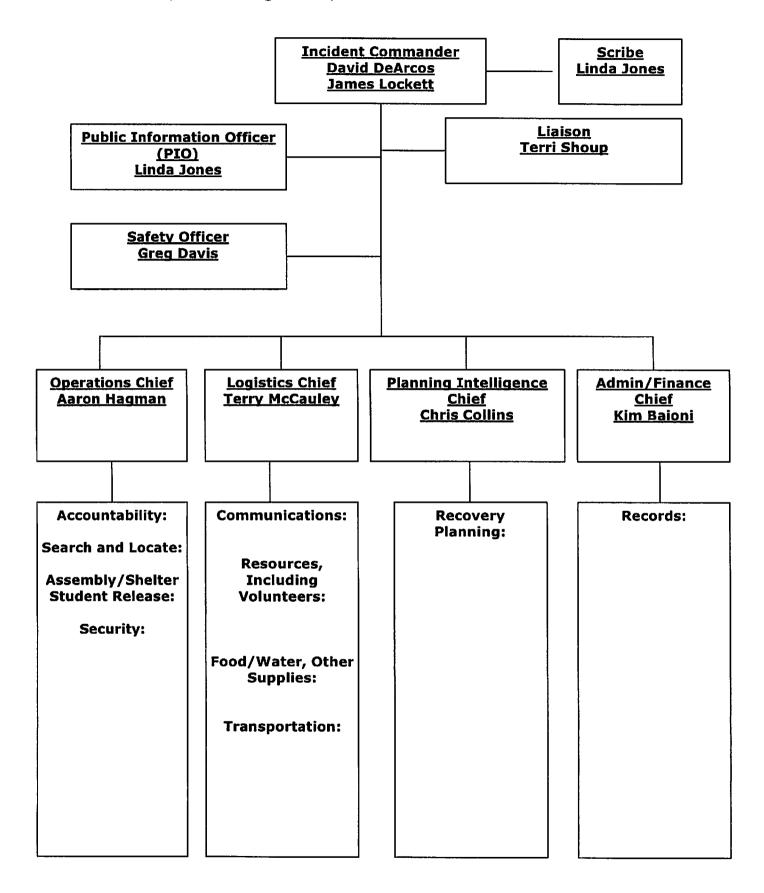
The principal shall hold fire drills and intruder alert drills monthly to insure that all students, faculty members, and others are sufficiently familiar with such drills that they can be activated and accomplished quickly and efficiently. These drills shall be held at both regular and inopportune times to take care of almost any situation. Everyone in the building, including other employees, all office workers, all lunch workers, all custodial staff, and visitors must obey the instructions in the room or area they occupy when the alarm is sounded. Drills will also be carried out for quick evacuation of the multi-purpose room. The school secretary will be responsible to notify Sacramento Fire Department and Safe School Sheriff as necessary.

INCIDENT COMMAND SYSTEM

The Incident Command System (ICS), is a nationally recognized organizational structure that provides for role assignment and decision-making while planning for and reacting to critical incidents of all types. Implementing ICS will allow for all school personnel to know their area of responsibility during a crisis and to plan and practice the management of their specific role.

Tasks needed to successfully handle critical incidents are delegated to various managers of the CMT, who then are responsible for the assignment. This type of delegation limits the number of functions under any one manager, allowing each person to focus on just one or two aspects of the incident. These managers then provide information to the incident supervisor (principal) and help that person make informed decisions. Using this type of organizational system during a critical incident creates clear communication channels that will help limit the chaos and uncertainty associated with emergency incidents.

Permanently assigning specific areas of responsibility to members of the crisis management team provides each member with the opportunity to specialize in the management of his or her area. Plans can be made, policy established, and training conducted well in advance of any emergency incident. This type of forward thinking will be needed during a critical incident and is a key component to a school being properly prepared.



McClellan Incident Command Descriptions

Incident Commander

The Incident Commander is the overall leader during an emergency incident. The Incident Commander makes decisions based on the information and suggestions being provided from the Liaison and ICS Section Chiefs.

Liaison

The liaison is the link between the Incident Commander and the Section Chiefs. The liaison may provide general information to the Incident Commander but does not make command decisions. The liaison is also the contact person/link for other community agencies.

Scribe

The scribe stays with the Incident Commander at all times. The scribe will maintain a written record of the incident including actions taken, actions reported to the Incident Commander, time, names, dates, etc.

Operations Chief

The Operations Chief manages the members of the operations team. The chief reports directly to the Liaison. This group is the "Doers" they perform the "hands on" response.

Accountability

The accountability team checks attendance for that day for both students and adults (everyone on campus). The team leader will provide a report to the operations chief.

Search and Locate

This team is responsible to "sweep" the bathrooms, hallways, and other areas for students, visitors, and staff. This team may need to search for unaccounted for people. Emergency responders will perform any major rescue efforts if necessary.

Assembly/Shelter/ Student Release

This team is responsible for setting up an evacuation site. They will coordinate the supervision of students until they are released. Rest rooms will most likely be a major concern.

This team will all supervise the release of students. They will be responsible for setting up a parent center, gathering information from the Accountability team. They will document the persons picking up students. Must record the time, signature, and where they will be taking the student. Pictures of each child with the adult picking them up may be useful.

Logistics Chief

The Logistics Chief manages the team and reports directly to the Liaison. This team is responsible for obtaining any needed resource, communication, food and water, and transportation.

Communications

This team will work to ensure that a communication system is in place (phones, walkietalkies, etc). They will communicate crisis progress or changes, relay information to section chiefs, staff, and parent.

Resources

This team is responsible for locating and acquiring needed resources, including people.

Food/Water and Other Supplies

This team will provide these items as needed.

Transportation

Responsibilities for this team include: arranging for buses, supervising loading and moving of buses, or arranging alternative forms of transportation as needed.

Planning Intelligence

The Planning Intelligence Chief will report directly to the Incident Commander and may stay with the Incident Commander throughout the crisis. This team will gather information to assist with medium/long-range planning related to the ongoing incident and school recovery issues. They will arrange for recovery/aftermath resources so that there is no gap between the end of the incident and necessary support/ services.

STAFF SPECIAL SKILLS / HEALTH CONCERNS

(School Name) Staff Emergency Information (DATE)

	Staff Member	Cell Number	Health Concerns	Special Skills
1	David DeArcos			
2				
3	Mary Franklin			
4	Kim Baioni			
5	Gery Kuehner		·	
6	Chris Collins			
7	Aaron Hagman			
8	Peter Hoffman			
9	Linda Jones			
10	Jim Lockett			
11	Terry McCauley			
12	Shar McLeod			
13	Teri Shoup			
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

	Cell Number	Health Concerns	
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
40			
41			
42 43			
44			
45			······································
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57 58			
59			
60			
61			
62			
63			
64			
65			
66			

CRISIS RESPONSE

EVACUATIONS

GENERAL EVACUATION

Evacuation decisions are very incident-specific. If the release occurs slowly, or if there is a fire that cannot be controlled within a short time, then evacuation may be the sensible option. Evacuation during incidents involving the airborne release of chemicals is sometimes necessary.

If a general evacuation is ordered, the school population will be sent home, to (Site evacuation location), or to another location. Students are evacuated by walking or on school busses.

If the school has been evacuated the response personnel will need to decide when it is safe for you to return. They will need to verify data collected by the monitoring crews and consider the advice of the health officials concerned.

BUILDING EVACUATION

- 1. The black top is the designated assembly area.
- Immediately upon hearing the Fire Alarm signal, students, faculty, and others in the building shall evacuate the building via prearranged evacuation route, quickly, quietly, and in single file. The last person out of the room shall pull the door closed, but will not lock it. All will proceed to the designated assembly area.
- 3. Students with special needs will be assisted by one or two other students or an adult aide.
- 4. Students will take nothing with them.
- 5. If the regular exit is blocked, the teacher will lead the group to an alternate exit.
- 6. During passing the students should go to their assembly area on the field.
- 7. If a student is not with their regular class, they will remain with that class.
- 8. Upon reaching the assembly area, teachers shall take attendance. Any absences should immediately be reported to the Principal or Vice-Principal. Necessary first aid should be performed. Students and teachers shall await further instructions. ICS automatically kicks in at this point.
- 9. The custodian will notify the utility companies of a break or suspected break in utilities.
- 10. The principal will determine whether the students will go home, or if any further action should be implemented. If students are released prior to regular hours, follow the section "Releasing Students to Parents." He/she will also report any missing students to emergency personnel.

EVACUATION OF SCHOOL GROUNDS

In the event the school can not be occupied following an evacuation, it may be necessary to evacuate the school grounds. We will evacuate to (Center High School)

The principal will call the Superintendent and transportation. Before leaving the school grounds a notice will be posted on the front door informing parents of where to pick up their children. If front door is no longer there, the notice will be placed on the flagpole. Masking tape and paper can be obtained from the Secretary.

When evacuating to Center High School, the students will walk quickly, quietly, and in single file to Watt Avenue if busses are available, students will board in the front parking lot. They will proceed down Watt Avenue and then on to Center Court Lane, the next left. Center Court Lane leads to the front of Center High School.

When releasing students to the care of parents or other adults, refer to the section entitled, "Release of Students to Parents".

SCHOOL EVACUATION INSTRUCTIONS

Person in Charge: David DeArcos Alternate: James Lockett Alternate: Chris Collins

Exit the Building

...when the fire alarm sounds or instructed to, "leave the building".

Evacuation Instructions

Teachers

- Take class lists, red/green cards.
- Make special provisions to assist handicapped students.
- · Exit the building through assigned exit or nearest unblocked exit.
- Lead the class out of the building to pre-designated area at least 500 feet from building. Area must be free from hazards such as overhead power lines, gas lines and motor vehicle traffic.
- Take roll and report any missing students (by name) to the principal or designee at pre-designated location away from building

Students

- In Home Classroom
 - Leave ALL personal items in classroom.
 - Follow their teacher and exit in a quiet and orderly manner.
- NOT in homeroom
 - Leave All personal items in classroom.
 - Exit with their supervisor, or if alone, exit the nearest unblocked exit.
 - Remain with the class with which you exited.

Staff Not Assigned To Classrooms

- Will follow as directed in the Incident Command System
- Assist as directed by principal or designee.

Principal or Designee

- Report any missing persons to emergency response personnel.
- If building is determined to be safe to re-enter:
 - Determine WHEN it is safe to re-enter

• Notify teachers by all clear signal or runner. **DO NOT USE FIRE ALARM SIGNAL** for re-entry.

If building is unsafe to re-enter, evacuate the school site, using predetermined plan.

- Instruct teachers to:
 - Release students to responsible adults using predetermined procedure.
 - Students will exit school grounds to (Location of meeting area), either to board busses or to walk to (Site evacuation location).

LOCKDOWN PROCEDURE

Airborne toxicants can move downwind so rapidly that there would be no time to evacuate residents. For short-term releases, often the most prudent course of action for the protection of the nearby schools would be to remain inside with the doors closed, and the heating and air-conditioning systems turned off. An airborne cloud will frequently move past quickly.

In-place sheltering, therefore, may be a sensible course of action when the risks associated with an evacuation are outweighed by the benefits of in-place sheltering. In order for this protection measure to be effective, the effected population must be advised to follow the quidelines listed below.

- An announcement will come over the PA system telling you that the "in-placeshelter procedure" is in effect.
- Close all doors to the outside and close and lock all windows. (Windows seal better when locked). Seal gaps under doorways and windows with wet towels, and those around doorways and windows with duct tape (or similar thick tape) and sheets of plastic (precut and labeled before the incident). Have student assigned to specific tasks ahead of time.
- Ventilation systems should be turned off.
- Turn off all heating systems and air-conditioners.
- Seal any gaps around window type air-conditioners, exhaust fan grills, exhaust fans, and range vents, etc. with tape and plastic sheeting, wax paper, or aluminum wrap.
- Close as many internal doors as possible.
- If an outdoor explosion is possible, close drapes, curtains, and shades over windows. Avoid windows to prevent potential injury from flying glass.
- If you suspect that the gas or vapor has entered the structure you are in, hold a wet cloth over your nose and mouth.
- Tune in to the Emergency Alert System on the radio or television for information concerning the hazardous materials incident and in-place sheltering.

HAZARDOUS MATERIALS EVACUATION OR IN-PLACE SHELTERING

An accidental release of hazardous materials may require the evacuation of people from certain areas to prevent injury or death. The school may be directly affected by toxic fumes and gases. Additionally, schools may be affected during the course of the incident through wind shift or a change in site conditions. Evacuation is a complex undertaking; it will be decided by the local fire or police department. The school (s) will be notified by emergency responders and the principal must contact the District Office for further instructions.

Responders will decide whether to order people to remain indoors (shelter-in-place), rescue individuals from the area, or order a general evacuation. The "remain indoors" option will be considered when the hazards are too great to risk exposure of evacuees. Rescuing people from the hazardous area may involve supplying protective equipment for evacuees to ensure their safety, so that it may not be used. A general evacuation requires a significant amount of lead-time, which may not be available.

CHEMICALS

All chemicals in the building are to be identified and stored according to district policy and procedures. Safety data sheets from vendors shall be on file and available for all chemicals in the office for quick reference. All personnel involved with chemicals in any manner are to be trained in their proper use.

The Fire Department shall be informed by the principal once each year of all chemicals used in the building and where they are stored. In the event of a hazardous material accident in the building, the principal (or designee) will decide if and how the building will be evacuated. If any accident should occur, the Fire Department, Center Unified School District Superintendent, and Sacramento County Health Department should be notified.

EARLY DISMISSAL

The ultimate responsibility for the student's safety from the school to home in cases of emergency lies with the parent or guardian. Parents should work through community emergency preparedness groups to make preparations for the safety of their own children.

If an emergency occurs during the school day, and it is believed advisable to dismiss school, students will be provided shelter and supervision at the school as long as deemed reasonable by the principal.

The school will proceed on the basis that there will be no bus transportation or telephone communication. School will not be dismissed early unless school authorities have been assured by local emergency authorities that routes are safe for student use.

Follow the "Release of Students to Parents" plan.

RELEASE OF STUDENTS TO PARENTS

Each teacher will have a copy of the student emergency information and a list of students on a clipboard. The adults listed on this card will be the ONLY adults the students will be released to. Any other adult showing up may stay WITH the student, but he/she will NOT be permitted to leave with them. This clipboard is to remain with the teacher during any building evacuation exercise including a fire drill.

PRIOR to the APPROVED adult taking the student, a release form must be filled out and signed. (See student release form.)

Teachers must stay with the students until all their students are picked up and/or the principal or his/her replacement approves of their leaving.

STUDENT RELEASE FORM

Student's Name	· · · · · · · · · · · · · · · · · · ·	
Date	Time	
Teacher		
Room #	Grade	
PERSON CHECKING OUT	STUDENT:	
Signature		
	IAN, PLEASE PRINT THE FO	
IF NOT PARENT/GUARD	IAN, PLEASE PRINT THE FO	
IF NOT PARENT/GUARD	IAN, PLEASE PRINT THE FO	
IF NOT PARENT/GUARD Name Address	IAN, PLEASE PRINT THE FO	
IF NOT PARENT/GUARD Name Address Phone #	IAN, PLEASE PRINT THE FO	LLOWING INFORMATION:
IF NOT PARENT/GUARD Name Address Phone #	IAN, PLEASE PRINT THE FO	LLOWING INFORMATION:
Name Address Phone # STUDENTS UNACCOUNTED	IAN, PLEASE PRINT THE FO	LLOWING INFORMATION:

INFORMING PARENTS

See "Release of Students to Parents" section to see how parents will be contacted in the event of an emergency.

This section is about the information sent home to parents at various times of the year to inform them of their responsibilities in the event of an emergency. Since the Emergency Response Plan is too long to mail out to all parents, the entire plan will be available in the office for parental review. We will sent home parts of this plan to obtain their help

At the beginning of the school year we will send home the following information:

Dear Parents:

Please review the following information regarding school and parent responsibilities for emergency school closure. Please help us to be efficient and helpful in caring for your child.

We have developed an emergency preparedness plan that outlines a variety of situations including fire, bomb threat, earthquake and the possibility of evacuation due to an unforeseen emergency. We would like parents to be advised as to what to expect while their children are in school. The following procedures will be implemented in case of an emergency:

- In case of a fire alarm, students will be evacuated from the building. In the event of an actual fire that requires evacuation, students will be evacuated to Spinelli Elementary School on Scotland Drive. If possible, notification will be sent to parents through the automatic dialing system, otherwise, parents will be informed by school officials during or after the evacuation.
- 2. If an emergency evacuation occurs before parents can be reached, a notice will be left on the front door informing parents where to find their children. Only parents or adults listed on the emergency information cards will be permitted to pick up students. Please make sure the information on the emergency card includes everyone you would permit to pick up your child. Bused students will only be returned home during regular times and only if it is deemed safe.
- 3. If there is an earthquake, students will be kept in classrooms until quaking stops. Students will then be evacuated from the building. If there is too much damage to use the school as shelter, see number 1.
- 4. Floods, power outages, severe storms or any other disaster will normally result in students being held at school in regular classes until the usual departure time or sent home as in number 2.
- 5. Parents should discuss the above information with their children and assure them that school personnel will care for them just as they do each day, until they can be re-united with parents.

As the new school year starts we would like to remind you that this is a good time to go over the following information with your children:

- 1. Practice and review emergency plans, family meeting places and emergency telephone numbers regularly with your children.
- Each year make your child's teacher aware of his/her health or physical needs that would require special action or supplies during an emergency. Make sure the office has a supply of vital medication on hand.
- Make sure your student's information card has the name, address, and phone number of anyone you want to pick up your child during an emergency. Students will NOT be released to ANYONE not listed on this card.
- 4. Make sure your child is familiar with the people he/she may leave with and that they know that it is OK to leave with them in the event of an emergency. This may include a family code word.
- 5. Be aware that you many not be able to get to your child in the event of a large-scale emergency if you work a great distance from your child's school. Be aware that the person picking up your child may have them for several hours or even days.

BOMB THREAT PROCEDURES

I. Office Personnel

- A. If the threat is made by any means other than telephone, immediately notify an administrator.
- B. If the threat is made by telephone, the person receiving the call is to do the following.
 - Mentally form a picture of the caller is the caller male or female? Juvenile or an adult? Does the voice sound familiar? If so Who? As soon as possible, indicate your impressions on the Bomb Threat Form.
 - Ask the caller three questions, in this order:
 a. When is the bomb going to explode? The caller may or may not respond to this question. If the threat is real, chances are he/she will say something.

If the caller just hangs up without any comment to your questions, the chances are great that it is a prank call.

b. Where is the bomb located? What kind of bomb is it? If the caller responds to these questions, he/she will probably lie, but it will keep the caller talking and give you more time to identify him/her.

c. Why are you doing this? Where are you now? The caller's answer to these questions will give you a clue as to whether or not it is a real threat. IF he says he wants money, or is representing some group or organization, the chances that it is a real threat are increased. In NO EVENT suggest a reason to him by asking something like, "Do you want money?" let the caller provide the reason.

- 3. Note the time that the call was received, and immediately notify the Principal (Mr. DeArcos) or
- 4. Call the Sacramento County Sheriff (911) and ask for a sheriff's unit to be dispatched to the school.

II. Administration

Make a judgment as to the validity of the threat, and react in the following manner whether or not you believe this to be a prank:

- A. Notify teachers to evacuate their rooms by announcing "code red" followed by the fire drill signal. All students should be at least 500 ft. away from the building.
- B. Wait for the Sheriff's unit to arrive. Assist the officers as needed.
- C. Provide a designated employee (s) to assist law enforcement in search of suspicious objects on school grounds.
- D. Administrator must determine if students will need to evacuate the school grounds if no suspicious item is found.
 - i. Students will exit campus via Brown Otter Drive if the decision to evacuate is made.

- Maintenance, Operations, & Transportation will be called to provide busses for
- III. Teachers

Ε.

- A. Upon receiving the notice to evacuate for a "code red", have your students assemble outside your classroom in an orderly manner and <u>wait for you.</u>
- B. Check your room before you leave for <u>anything out of the ordinary</u>. Take a 360-degree sweep from eye level to floor and if you see anything suspicious, report it to an administrator.
- C. Keep your group together and walk with them to the field. Take your roll sheet and emergency information and call roll when you get there. Get your group together in an orderly manner and stay with them. You will probably be there for awhile, so take your time with these tasks and make sure students obey you perfectly.
- D. When you hear the all clear signal (long ringing of the bell), return to your classroom <u>in an orderly manner</u>.
- E. Do not let the students know that we have a bomb threat. Treat is as a routine "fire drill".
- IV. Custodians, Cooks, and other Classified Employees
 - A. Check your work areas. Do a 360 degree visual check of your room(s) as described under "Teachers" above.
 - B. Assist Administration as needed.

students if necessary.

BOMB THREAT FORM

RECEIVING A BOMB THREAT

INSTRUCTIONS:

Be calm and courteous: LISTEN! Do not interrupt the caller. Quietly attract the attention of someone nearby, indicating to them the nature of the call. Complete this form as soon as the caller hangs up and the school administration has been notified.

Exact time of call: _____

Exact words of caller:

Ouestions to Ask

- 1. When is the bomb going to explode?
- 2. Where is the bomb?_____
- 3. What does it look like?_____
- 4. What kind of bomb is it?_____
- 5. What will cause it to detonate?_____
- 6. Did you place the bomb?_____
- 7. Why?______
 8. Where are you calling from?______
- 9. What is your address?_____
- 10. What is your name?_____

Caller's Voice (Circle):

Nasal Angry Broken Disguised Calm StutterSlow Sincere Lisp Giggling Deep Crying Squeaky Stressed Accent Loud Slurred Rapid Excited Normal

Voice Description (Circle):

Calm	Middle-Aged
Accent: Yes	No Describe
Speech Imped	diment: Yes No Describe
Unusual Phra	ses
Recognize Vo	ice? If so, who do you think it was?
Background N	loises (Circle):
Music Traffic Runnii	TV ng Motor (type)

Horns Machin	ery	Whistles Aircraft	Bells Tape Recorder	Other				
<u>Additio</u>	<u>nal Inf</u>	ormation:						
Α.	A. Did the caller indicate knowledge of the facility? If so, how? In what ways?							
в.	B. What line did the call come in on?							
C.	Is the number listed? Private Number? Whose?							
D.	. Person Receiving Call							
Ε.	Telephone number the call was received at							
F.	Date							
G.		t call immedia to bomb incie	tely to: dent plan)					
Signature			Da	te				

THREATENING PHONE CALL FORM

Time call was received_____ Time Caller hung up_____

Try to get another person on the line and record the conversation. Exact words of person:

Questions to ask if not already covered by caller's statement (record exact words)

 What is your name? What are you going to do? What will prevent you from doing Why are you doing this? 	that?			
 5. When are you doing this?				
Person Receiving the call	Person monitoring the call			
Department Dept Phone No Home Address Date:	Department Dept Phone No Home Address			

DOMESTIC OR CIVIL DISTURBANCE

It should be noted that the normal school routine serves to reduce the threat of civil disturbance within the school. The classroom unit keeps students in small groups where each student is more easily known and can be held responsible for his/her actions. Outsiders are generally recognized and the potential for problems can be reduced if the integrity of the individual classroom unit can be maintained. To reduce the potential for problems, these steps are standard procedure:

- 1. All teachers are to be at their lines directly after the final recess bell.
- 2. Teachers are expected to attend assemblies and sit with their classes.
- 3. Teachers and administrators are available if the need for control should arise before and after school.
- 4. The administration is aware of substitutes in the building and teachers in adjoining classrooms are available to assist substitutes in controlling students if the need should arise. Each substitute is provided with lesson plans by the teacher who is absent, whether by direct communication, previously prepared plans, or emergency plans on file in the office.
- 5. Teachers are asked to report the presence of any outsider they see to the administration.

In addition to the above listed procedures, teachers and administrators should be keenly aware of the general morale of the students. An atmosphere in which students feel free to approach teachers and discuss problems is encouraged so that a close working relationship with all the different groups in the school is sought.

It is important to be aware of community problems, which could possibly set the stage for civil disturbance. The PTA and School Site Council organizations can be helpful in determining problems and offering assistance. A liaison with law enforcement agencies must also be maintained.

INTRUDER OR HOSTAGE SITUATION

Organized or unorganized terrorists would usually find themselves in one or two places within the school building. Either they would penetrate into the administration office, or they would infiltrate a classroom. The administration and staff have only two "weapons" in which to combat the situation: time and specific procedures. **The School Staff Should Not Attempt To Disarm Terrorists.**

The procedures for the following situations are as follows:

TERRORIST OR INTRUDER ENTERS A CLASSROOM:

- 1. The teacher will try to make contact with the office via intercom phone.
- 2. If the teacher can not get to the communication system, he/she should attempt to send the code out the door with a student. The student will take the code to the nearest classroom. This code should be pre written on a slip of paper and kept somewhere near an exit. If you have two exits, then have two codes in place. Everyone needs to know where codes are kept in each room he/she will be teaching in. Students should be aware of where the code is kept and what it means. The code phrase is Mr. Q. Dial 1, followed by the name of **YOUR** pod. Do not take a chance if there is any doubt that the

child will be seen exiting. If one is able to leave, he/she should crawl past any windows so as not to be seen.

- 3. Any teacher receiving the code from a student or other adult should immediately lock all doors, inform the office, and close the blinds. (If the note is from your pod, evacuate immediately to the next pod).
- 4. If there is another teacher, adult, or student in a back workroom who can safely make a call, line 6#0 will allow you to make an all call using the code, or call the office at 338-6480. Office number and 6#0 should be visibly posted near phone.
- 5. Immediately brief the students to sit down and be quiet if you are faced with an intruder.
- 6. Try to obey all commands of the terrorist/intruder.
- 7. The office personnel upon receiving a HELP signal or written code will verbally announce the code over the intercom; "Mr. Q. Dial 1, Mr. Q. Dial 1", followed by the name of the pod where the incident is occurring. This is a signal to all other classrooms to proceed as if it were the Duck and Cover signal. Teachers will immediately lock ALL outside doors including workroom doors and close the blinds. Students should assume the duck and cover position under their desks. If the situation is occurring in your pod and you are in a pod with a connecting workroom, evacuate your students immediately and take them to the nearest safe classroom. Knock on the door and announce MR. Q! Mr. Q! This is the signal that it is safe for the teacher to answer the door. After you and your class are safely inside, instruct your students to assume the Duck and Cover position away from the windows.
- 8. Office will immediately dial 911 and call the safe school officer.
- 9. No one will evacuate the building unless instructed to do so by the principal or uniformed police officer.
- 10. Remain in your room until an ALL CLEAR signal is given.
- 11. Any student finding himself or herself en route to a classroom from the bathroom, office, library, or another classroom needs to go to the nearest classroom or building. If the door is locked, he/she is to knock and loudly call out the code.

TERRORIST OR INTRUDER ENTERS THE OFFICE:

- 1. If the administrators, secretary office assistants, or any other staff members are able to phone out of the school without bringing harm to themselves, they will call 911.
- If any staff member is able to announce the code over the communication system, they will do so. (Line 6, #0 will access the intercom on all outgoing phones in the office and lounge). If this is a possibility, the staff will hear, "Mr. Q. Dial 1, Mr. Q. Dial 1 HEMLOCK. Hemlock is the name of the entire permanent structure; the office, library, MP room, and kitchen. The all call is not heard in the office.
- 3. The principal or secretary will notify the superintendent if possible.
- 4. The school office personnel shall attempt to follow all commands of the terrorists.

TERRORIST OR INTRUDER APPEARS ON CAMPUS DURING RECESS:

- 1. The teacher on yard duty who first notices an armed individual (gun, knife, or other dangerous weapon) on campus will signal other adults on the playground with 4 short blasts on a whistle. An adult will send a student to the closest classroom door to enter and ask the teacher inside to inform the office immediately.
- 2. The office will announce the code. If the incident is occurring on the playground, the code phrase will be followed by the words OUTSIDE LINE. This indicates that the situation is occurring somewhere out on the playground. The Duck and Cover signal will sound to alert all students in the field. All students and teachers in classrooms will react accordingly by assuming the duck and cover position.
- 3. Students on the playground hearing four short whistle blasts or hearing the Duck and Cover signal will look for the nearest teacher and follow instructions. Students need to

be aware that four short whistle blasts designate a problem. If the intruder has a weapon but is not firing, teachers should exit students as quickly as possible via one of the escape routes in that particular duty area. Students in the field should exit via Brown Otter Drive. The adult in charge will need to assess the situation to determine if students can re-enter the campus in between Pine and Cypress and take cover in the classroom(s) or if students need to evacuate the campus walking North on Brown Otter Drive.

- 4. Teachers will go in the opposite direction of the intruder. If teachers or students arrive at a classroom door and find it locked, someone will need to knock and call out " Mr. Q! Mr. Q!" to signal to the teacher inside that it is safe to open the door.
- 5. If an intruder arrives on the playground and starts firing shots, students and teachers should drop to the ground.
- 6. Teachers will need to keep an eye on the intruder at all times to determine what to do next. This type of a situation is unpredictable and unfortunately cannot be covered with pre-determined procedures. The main concern is to get as many students as possible off the playground and into a safe building.

PROCEDURE TO DEAL WITH CIVIL DISTURBANCES

Violent Person

Teachers are to be notified by intercom to close and lock classrooms until the situation is cleared by the administration and/or police. The "Duck and Cover" drill (long, low, bell will be initiated). Students located in the halls shall be moved to the nearest classroom as quickly as possible. While contact is made with law enforcement, one person (determined by the administration) may attempt to establish rapport with the person, otherwise do not confront this person; Contact the office immediately. The office will call 911 and the Safe School Officer. Administrators will inform the Superintendent.

If it is a parent with a restraining order planning to take his/her child, allow him/her to do so if it appears that it may be dangerous to intervene. Get a description of the subject, license #, make and model of car and direction of travel. If there are any records on this person in the school office have them ready for law enforcement. See further information for Kidnapping/Attempted Kidnapping on the following page.

<u>Mob</u>

If the persons involved are from outside the school, the same procedure as used with a violent person should be implemented. If students are involved, the administration will determine the need for police assistance. If advance warning is received, steps will be taken to try to prevent the incident. In the absence of law enforcement, the administration will do whatever it believes necessary to alleviate the problem. The administration will make a written report of the entire incident.

Unidentified Person(s) Taking Control

If an unidentified voice gives orders over the intercom threatening or calling a general assembly or asking for individuals, teachers are to close and lock their classroom doors. If an unidentified person comes to the room, he/she is to be asked for office clearance. Pick up the phone and contact the office if the person refuses to leave.

KIDNAPPING/ATTEMPTED KIDNAPPING

Definition: The physical capture or attempted physical capture of a student or staff member against their will.

- 1. Principal or designee will contact the Sacramento Sheriff (911) and the Safe School Officer.
- 2. Principal or designee will contact the Superintendent and report the situation.
- 3. Principal or designee will contact the Parent or Guardian of the kidnapping victim.
- 4. Principal or designee will inform the teachers of the situation and give further instructions regarding child safety.
- 5. Principal or designee will inform secretary on how to respond to phone calls regarding the incident.

DEATH/SUICIDE

Definition - Death or suicide of a student, staff member or significant person close to the school where students and/or staff are affected.

Principal or designee shall:

- 1. Call 911 followed by Safe School Officer.
- 2. Contact Superintendent.
- 3. Notify immediate family-parent or guardian.
- 4. Identify key staff members at site to disseminate information at site level.
- 5. Communicate behavioral expectations to staff regarding:
 - Confidentiality issues.
 - Providing factual information
 - Available resources
- 6. Send home written information to parents on facts of incident and any followup services available.
- 7. Consult with psychologist or county office of education staff for intervention strategies including specific activities that can be used in the classroom.

If the incident causes a major disruption to school activities, evacuation may be necessary and will be determined by law enforcement, principal or designee.

FIRE

Actual Fire

- 1. In the event of a natural gas fire, sound alarm and then **TURN OFF MAIN GAS VALVES.** If the fire is small, use the fire extinguisher **AFTER** the gas is turned off.
- In the event of an electrical fire, sound alarm and then TURN OFF ELECTRICITY. DO NOT USE WATER OR WATER-ACID EXTINGUISHERS ON ELECTRICAL SUPPOETED FIRES. Only SMALL fires should be fought with an extinguisher.

- 3. The person locating the fire will sound the school alarm.
- 4. Follow the "Building Evacuation" instructions.
- 5. The principal will notify the superintendent's office.
- 6. The office staff will notify the utility companies of a break or a suspected break in utilities.
- 7. Keep access road open for emergency vehicles.
- 8. All staff will be responsible to peek in the door of classroom on either side and make sure they were informed of the fire.
- 9. The custodian is responsible for checking exits daily to make sure they are functional. All exits should be obvious, maintained and clear of obstructions.

Computer Labs

All labs are to be equipped, as their needs require, for proper fire control and for emergency purposes. The nearest fire extinguisher is located in the Multi-Purpose room on the north wall near the stage.

Lunchrooms and Kitchens

 Emergency preparedness to control fire in school kitchen areas: Have automatic extinguishers over deep fryers and grills. Have fire extinguishers for all types of fires in proper location. Make sure that all of the kitchen personnel know where the extinguishers are located and how to operate them. Make sure that the kitchen personnel know which exit to take in case of fire.

Whether it's a real fire or a drill, try to evacuate the building in fewer than two minutes.

FIRE DRILL PROCEDURES

The secretary will call the fire department to inform them it is a drill. The principal or viceprincipal shall sound the alarm

- When the signal is sounded, the teaching staff will proceed to the evacuation assembly area (in the field) with their classes. Staff not assigned a regular class of children will report to the same area to render any needed assistance to teachers.
- 2. Once each month, all teachers will instruct their classes in the correct procedures and behaviors to utilize during fire drills.
- 3. Once each month, a fire drill will be conducted by the school staff.
- Students stand facing away from the building in silent lines.
- 5. Supervising staff will take roll. The whereabouts of all students should be known.
- 6. Any student in attendance at school but not with class or in a special class should be reported immediately to the principal.

SILENT FIRE DRILL/NEIGHBORHOOD DISASTER PLAN

- 1. Silent fire drills and neighborhood disaster procedures will be used in the event of bell and/or intercom failure.
- 2. When a silent fire drill is in progress, a monitor appears at the door with a sign stating **SILENT FIRE DRILL**. The monitor will remain until the teacher sees the sign. The procedures to follow are the same as during a regular fire drill.
- When a silent intruder on campus drill is in progress, a monitor appears at the door with a sign stating "Duck and Cover". The monitor will remain until the teachers see the sign.

FIRE EXTINGUISHERS

Fire extinguishers are placed in strategic locations as recommended by the fire department (see map). Faculty members and other staff personnel shall be instructed in the use of the fire extinguisher.

All extinguishers, unless stated, are dry chemical types which are needed to put out type A, B, and C fires which include wood, textiles, gasoline, oil, greases, and electrical fires. In discharging a fire extinguisher, it should be held upright while the pin is pulled. The lever is then pressed while aiming at the base of the fire.

FIRE EXTINGUISHER INSPECTIONS

The head custodian will be responsible for checking for possible building code violations and making sure all fire extinguishers are checked yearly for the following:

- 1. Check gauge for full charge. Report discharge or overcharge reading immediately to control office.
- 2. Check seal for breakage.
- 3. Check hose for crack, leaks, tears, etc.
- 4. Check casing for leaks or breakage.

FLOOD

- Notify parents via radio & television.
- Notify bus drivers for an early/late dismissal.
- The custodian will shut off water to prevent contaminated water from entering the school supply.
- The custodian will shut off electricity to prevent electrical shock.
- If school is a designated emergency shelter and time permits, check all supplies and provisions prior to emergency operations.

AFTER THE DANGER IS OVER:

Beware of contaminated food, water, broken gas lines, and wet electrical equipment. Resume classes only after a qualified person has done a building assessment (see returning to building under earthquake.)

MINOR FLOODING

If the school experiences minor flooding (one or a few classrooms), the class (es) affected will evacuate to another part of the building (principal will decide where to go). Classes will continue. The principal will notify the superintendent and they will jointly decide what to do next.

EARTHQUAKE

During the Quake

Keep these points in mind in the event of an earthquake:

- 1. If an earthquake occurs, keep calm. Don't run or panic. If you take proper precautions, the chances are you will not be hurt.
- 2. REMAIN WHERE YOU ARE. If you are outdoors, stay outdoors. If you are indoors, stay indoors. In earthquakes, most injuries occur as people are entering or leaving buildings (from falling walls, electrical wires, etc).
- 3. The teacher will give the "drop and cover signal" if the bell system is not operable.
- 4. Everyone will get under his/her desk and cover his/her head. If a desk, table or bench (best choice) is not available, sit or stand against an inside wall or in an inside doorway. Stay away from the windows, outside walls, and outside doors.
- 5. If you are outside, stay away from the building, electric wires, poles, or anything else that might shake loose and fall. Look for open space and stay low.

After the Quake:

For your own safety and that of others, you should carefully do the following:

- 1. About two minutes after the shaking stops, the fire bell will sound. If we have lost power, the teacher will give the command to evacuate the building.
- 2. Use the "Building Evacuation" plan.
- 3. Use extreme caution in entering or working in buildings that may have been damaged or weakened by the disaster.
- 4. Stay away from fallen or damaged electric wires, which may still be dangerous.
- The custodian will check for leaking gas pipes. Do this by smell only-don't use matches or candles. If you smell gas: Open all windows and doors. Turn off the main gas valve at the meter. Leave the building immediately. Notify the Gas Company, police, and fire departments. Don't re-enter the building until it is safe.

6. The principal will confer with the Superintendent about evacuation of the school. If necessary, follow the "Evacuation of School Grounds" policy. Do not evacuate to another building unless it has received an inspection by a qualified person.

Re-entry of Building

Follow the procedures of the re-entry instructions (after "Building Evacuation") except: the building should be inspected by a qualified person who has been trained in Building Analysis. This person will perform an inspection on structural soundness, electrical wiring, water distribution, oil, gas, and other fuel systems, and boiler and heating systems.

A damaged structure will be occupied only after authorization by the responsible local agency. Building supervisors will be notified of the corrective actions to be taken to return building to use.

WIND AND OTHER TYPES OF SEVERE WEATHER

If severe weather conditions develop or occur during the night or at a time when school is not in session, a decision on closing the school will be made before 7:00 a.m. If a decision is made to close school, news media will be notified and asked to announce the closure prior to 9:00 a.m. The emergency phone tree will be used to notify staff members.

If severe weather conditions develop while school is in session, the Emergency Coordinator will monitor the latest developments via radio and keep in contact with the principal. The principal will keep in contact with the superintendent's office. If it is decided to close school, the following action will be taken:

- 1. The superintendent will notify radio stations and ask that a closure announcement be made which would specify the time students are to be released.
- 2. The principal will announce the closure to the faculty and students.
- 3. Staff members will be used to expeditiously evacuate the building.
- 4. Procedures outlined in the "Early Dismissal" plan will be followed.

MEDICAL EMERGENCIES

Our school shall be prepared to provide basic first aid while summoning necessary emergency assistance.

A list of qualified persons who have had First Aid and CPR training should be maintained by the School Secretary for the principal. This list must be updated and distributed to the staff annually. At least ten percent of the staff should be trained in First Aid and CPR.

An Emergency Card will be filed in the office for each student with emergency numbers to call in case of an accident, injury, or illness. Parents will always be notified as soon as possible of any reportable accident, injury, or illness.

Any reportable accident or injury incurred on school property or during a school activity off campus will be reported in writing to the office of the principal no later than 24 hours from the occurrence. Accident forms are kept in office filing cabinet.

The general emergency number 9-1-1 will be explained each year to all school personnel, and this number will be readily visible on all telephones.

A first aid kit shall be maintained in the office and rotated. A RED CROSS first aid booklet is provided with each kit. First Aid procedures will follow the current American Red Cross First Aid manual.

Although some staff members are trained in basic first aid, and CPR procedures, they are not to be considered medical experts. The first aid kits are to be used only in cases of emergency.

FOR SPECIFIC FIRST AID TREATMENT PLEASE SEE THE FOLLOWING PAGES.

FIRST AID STATIONS:

A first aid station is always maintained in the nurse's office. In the event of a large scale emergency this will be used, but the multi-purpose room will be used also.

RESCUE:

With a non-critical or less serious injury, move the victim to the nurse's office.

WITH A SERIOUS OR CRITICAL INJURY-DO THE FOLLOWING:

- 1. Evaluate the situation. Unless the victim is in further danger, **DO NOT MOVE HIM**.
- 2. Be sure the victim is breathing.
- 3. Control serious breathing.
- 4. Send a runner to notify the office.
- 5. Treat for shock.
- 6. Keep comfortable and try to maintain normal body temperature.

WITH NON-CRITICAL ILLNESS OR INJURY-DO THE FOLLOWING:

- 1. Administer first aid.
- 2. Notify parents for their information and action. If parents cannot be contacted, notify other adults on the emergency card.
- 3. If no one can be contacted, lie the student down in the nurse's office or send the student back to class if the injury doesn't warrant the need to keep a close watch on the student.
- 4. Keep a record of time of injury, what first aid was administered and at what time.

WITH CRITICAL ILLNESS OR INJURY-DO THE FOLLOWING:

- 1. Administer first aid to the extent possible.
- 2. Call 9-1-1 if the situation is life threatening, or if the child in need of immediate medical intervention.
- 3. Notify parents for their action and information.
- 4. Keep a record of time of injury, what first aid was administered and at what time.
- 5. Notify the superintendent's office.
- 6. Complete appropriate injury, illness, or insurance report promptly.
- 7. Keep a record of which students were sent to the hospital.

FIRST AID INSTRUCTIONS

Abdominal Pain	Eyes			
Artificial Respiration	Fainting			
Bleeding	Fracture Frostbite			
Internal Bleeding				
Bone Injuries	Head Injury			
Breathing	Heart Attack Nosebleeds Pandemic Flu Plan			
Rescue Breathing				
Burns				
Choking (Heimlich Maneuver)	Poisoning Puncture Wounds			
Convulsions or Seizures				
Diabetics	Seizure			
Dog Bites	Shock			
Ears	Sunstroke			
Electric Shock	Wounds			

ABDOMINAL PAIN

Abdominal pain may be due to food poisoning, appendicitis, hernia, ulcer, gallstones, or kidney stones. The symptoms are so similar that medical assistance should be obtained if the pains continue for several hours.

ARTIFICIAL RESPIRATION

- 1. Steps for mouth to mouth artificial respiration:
 - Clear airway
 - Tilt head back (unless possible neck injury-use jaw thrust)
 - Pinch nostrils
 - Seal mouth and blow
 - Watch for chest to rise
 - Listen for air to escape from mouth
 - Watch for chest to fall
 - Repeat: 12-16 times per minute in adults 16-20 times per minute in children.
- 2. If victim's tongue obstructs airway:
 - Tilt the head
 - Jut the jaw forward
- 3. If facial injuries make it impossible to use mouth to mouth method then use the manual method.
 - Use mouth to nose if airtight seal impossible over victim's mouth.
 - Small child-cover both mouth and nose.
- 4. Continue Artificial Respiration until victim begins to breathe for him/herself or until help arrives.
- 5. Carbon Monoxide Poisoning or Asphyxiation (due to lacks of oxygen):
- 6. Check for breathing difficulties and give artificial respiration.

BLEEDING

- 1. Apply direct pressure on the wound.
- 2. Elevate the wounded area if an arm or leg is bleeding.
- 3. Apply pressure on the supplying artery of the arm or leg if steps 1 and 2 do not stop bleeding.
- Only as a last resort (if they will die without this) apply a tourniquet to stop bleeding. Once applied a tourniquet must be loosened or removed only by a doctor.

INTERNAL BLEEDING - TREAT FOR SHOCK

BONE INJURIES

- 1. Dislocations: fingers, thumb, shoulder Keep the part quiet. Immobilize shoulder with arm sling.
- 2. Fractures:
 - Signs of a closed fracture:
 - 1. Swelling
 - 2. Tenderness to touch
 - 3. Deformity
 - 4. Discoloration
 - Treatment (closed fracture-no bleeding wound or broken skin)
 - 1. Keep broken bone ends from moving
 - 2. Keep adjacent joints from moving
 - 3. Treat for shock
 - Treatment (open fracture-broken bone and broken skin)
 - 1. Do not move protruding bone end
 - 2. If bleeding, control bleeding by direct pressure on wound
 - 3. Treat the same as closed fracture after bleeding is controlled.
- 3. Sprains (injury to soft tissue around a joint)
 - Always immobilize
 - Elevate joint
 - Apply cold packs during first half hour
 - Treat the same as close fractures
 - X-ray may be necessary

BREATHING-Unconscious Person

Breathing is the most critical thing we must do to stay alive. A primary cause of death is lack of air!

Be careful approaching an unconscious person. He or she may be in contact with electrical current. If this is the case, turn off the electricity before you touch the victim.

There are hundreds of possible causes of unconsciousness; the first thing you must check for is breathing.

- 1. Try to awaken the person by firmly tapping him or her on the shoulder and shouting, "Are you all right?"
- 2. If there is no response, check for signs of breathing.

- a. Be sure the victim is lying flat in the back. If you have to roll the victim over, move the entire body at one time.
- b. Loosen tight clothing around neck and chest.
- 3. Open the airway:
 - a. If there are no signs of head or neck injuries, tilt the head back and lift the chin to move the tongue away from the back of the throat.
 - b. Place your ear close to the victim's mouth; listen and feel for breathing.
 - c. If you can't see, hear, or feel any signs of breathing, you must begin breathing for the victim.
 - d. Begin rescue breathing immediately. Have someone else summon professional help.

RESCUE BREATHING

- 1. Giving mouth-to-mouth rescue breathing to an adult.
 - a. Put your hand on the victim's forehead, pinching the nose shut with your fingers. Your other hand is lifting the victim's chin to maintain an open airway.
 - b. Place your mouth over the victim's, making a tight seal.
 - c. Breathe slowly and gently in to the victim until you see the chest rise. Give 2 breaths, each lasting about 1 ½ seconds. Pause between breaths to let the airflow out. Watch the victim's hest rise each time you give a breath to make sure air is going in.
 - d. Check for a pulse after giving these 2 initial, slow breaths. If you feel a pulse but the victim is still not breathing, give one breath about every 5 seconds. After 10 to 12 breaths, re-check pulse to make sure the heart is still beating.
 - Repeat the cycle every 5 seconds, 10-12 breaths per minute, rechecking the pulse after each cycle. Continue rescue breathing until one of the following happens:
 - i. The victim begins to breathe without your help
 - ii. The victim has no pulse (Begin CPR).
 - iii. Another trained rescuer takes over for you.
 - iv. You are too tired to go on.
- 2. Giving mouth-to-mouth rescue breathing to infants and small children.
 - a. A small child's head should be tilted back gently to avoid injury. With head titled back, pinch the nose shut. Lift the chin and check for breathing as you would for an adult. Give 2 slow breaths until the chest rises.
 - b. Check for a pulse.
 - c. Give 1 slow breath about every 3 seconds. Do this for approximately 1 minute, or 20 breaths.
 - d. Recheck the pulse and for breathing.
 - e. Call 911 if you have not already done so. Continue rescue breathing as long as a pulse is present and the child is not breathing.
 - f. Continue rescue breathing until one of the following occurs:
 - i. The child begins to breathe on his/her own.
 - ii. The child has no pulse (begin CPR).
 - iii. Another trained rescuer takes over for you.
 - iv. You are too tired to go on.

BURNS

- 1. Degrees
 - Skin red (1st degree)
 - Blisters develop (2nd degree) Never break open blisters
 - Deep tissue damage (3rd degree)
- 2. First Aid for thermal burns-1st and 2nd degree burns to exclude air:
 - Submerge in cold water
 - Apply a cold pack
 - Cover with a thick dressing or plastic (Do not use plastic on face)
 - After using cold water or ice pack, cover burned area with a thick, dry, sterile dressing and bandage firmly to exclude air.
- 3. First Aid for 3rd degree burns
 - Apply a thick, dry sterile dressing and bandage to keep out air.
 - If large area, wrap with a clean sheet or towel
 - Keep burned hands and feet elevated and get medical help immediately.
 - Treat the same as shock victim, giving fluids as indicated; warmth necessary
- 4. First Aid for chemical burns
 - Wash chemical away with water
- 5. Acid burn to the eye (also alkali burns)
 - Wash eye thoroughly with a solution of baking soda (1 teaspoon per 8ounce glass of water) or plain water for 5 minutes.
 - If victim is lying down, turn head to side. Hold the lid open and pour from inner corner outward. Make sure chemical isn't washed out onto the skin.
 - Have victim close the eye, place eye pad over lid, bandage and get medical help.

CHOKING (Heimlich Maneuver)

If the air passage is blocked by food or other foreign material, remove it with your finger if possible. Be careful not to force it deeper into the throat. If the person is coughing, he is getting some air. But if the passage is completely blocked, he can't breathe or speak, **IMMEDIATELY DO THE FOLLOWING:**

- Stand behind a slumped-over victim; wrap your arms around his waist below the diaphragm.
- Grasp your wrist with your other hand.
- Place your fist against the victim's abdomen, slightly above the navel and below the rib cage.
- Press your fist strongly and quickly in and slightly up into his abdomen.

If the victim is on his back:

- Kneel, facing him, astride his hips.
- With one of your hands on top of the other, place the heel of the bottom hand on the victim's abdomen slightly above the navel and below the rib cage.
- Press the heel of your hand forcefully into the abdomen with a quick, upward thrust. If necessary, repeat several times.

CONVULSIONS OR SEIZURES

- 1. Symptoms
 - Jerking movements
 - Muscular rigidity
 - Blue about the lips
 - May drool
 - High fever

These seizures are seldom dangerous, but they are frightening.

- 2. Causes
 - Head injuries
 - Severe infections
 - Epilepsy
- 3. Treatment
 - Prevent patient from hurting himself
 - Loosen tight clothing
 - Do not restrain
 - If breathing stops, apply mouth to mouth resuscitation
 - Do not give liquids nor put patient in warm water
 - When the seizure is over, treat as for shock keeping patient warm

Prompt medical help is needed if the patient does not have a history of convulsive disorders.

DIABETICS

Diabetics may lose consciousness when they have too little or too much insulin. Unless you are thoroughly familiar with his treatment, it is better to seek medical help rather that to attempt first aid. These people often wear some type of medical identification.

DOG, OR OTHER ANIMAL, BITES

- It is extremely important that the dog/animal be identified if the person bitten is to avoid rabies shots. Secure the animal, if possible without danger to yourself with a leash, rope or in an enclosed area. If the animal cannot be contained, attempt to remember as much as possible about the animal's description so that animal control can make a thorough search of the area.
- 2. Attend to the wound by washing the area with water and soap for five minutes and bandage if possible. Inform parents and refer to the family physician.
- 3. Notify animal control enter. Give description of the animal and name and address of the victim.
- 4. Complete the Report of Student Accident Form.
- 5. Notify school nurse so that information can be recorded in the pupil's health folder.

EARS

Foreign objects usually require medical assistance. Insects may be removed by using warm mineral or olive oil. When the head is tilted, the insect and oil usually drain out.

ELECTRIC SHOCK

- 1. Do not touch the victim if he is still in contact with the electricity.
- 2. Turn off the main switch or pull plug.
- 3. Be aware of the possibility of breathing emergency.

EYES

Contact a physician immediately if the foreign substance is metallic or abrasive. Particles can often be washed out with water or removed with the corner of a clean handkerchief.

FAINTING

- 1. Fainting is due to a temporary decrease of blood and oxygen to the brain. It may be preceded by paleness, sweating, dizziness, and disturbance of vision and nausea.
- 2. Place the victim in a reclining position and treat as for shock. If a victim feels faint, have him sit and place his head between the knees.

FRACTURE

Bone Fracture (unless in imminent danger, do not move the individual)

Closed Fracture: The signs of a closed fracture are swelling, tenderness, deformity, and discoloration. When there is a fracture (or suspected fracture):

- 1. Keep the injured person calm
- 2. Do not permit the victim to walk about.
- 3. Notify parent.
- 4. Splint fractures to prevent further injury if the victim must be transported by someone other than emergency medical personnel.
- 5. Call for emergency help for leg, back, neck, or hip injuries, or if parent is unable to take child for medical care.

Compound Fracture: Your objectives are to prevent shock, further injury, or infection in compound fractures (where skin has been broken).

- 1. Keep the injured person calm and cover him only enough to keep him from losing body heat.
- 2. Do not try to push the broken bone back in to place if it is sticking out of the skin.
- 3. Do not try to straighten out a fracture or put it back in to place.
- 4. Do not permit the victim to walk about.
- 5. Notify Parent.
- 6. Splint fractures to prevent further injury if the victim must be transported by someone other than emergency medical personnel.
- 7. Call for emergency help for legs, back, neck, severe bleeding, hip injuries, or if parent is unable to take the child for medical care.

FROSTBITE

1. The frostbitten area will be slightly reddened with a tingling sensation pain. The skin becomes grayish-yellow, glossy and feels numb. Blisters eventually appear.

 Re-warm the area by quickly submerging it in warm water (start with 98 degrees and gradually warm to 102-103 degrees.) Don't rub the area nor break the blisters.

HEAD INJURY

- 1. Symptoms
 - May or may not be unconscious
 - Unconsciousness may be delayed one-half hour or more
 - Bleeding from mouth, nose or ear
 - Paralysis of one or more of extremities
 - Difference in size of pupils of the eyes
- 2. First Aid of Head Injuries:
 - No stimulants or fluids
 - Don't raise his feet; keep the victim FLAT
 - Observe carefully for stopped breathing or blocked airway
 - Get medical help immediately
 - When transported, gently lay flat
 - Position head to side so secretions may drool from corner of mouth
 - Loosen clothing at neck

HEART ATTACK

A heart attack may be identified by severe chest pains, shortness of breath, paleness and perspiration, indicating shock. Extreme exhaustion may also accompany the attack. The patient may breathe easier if he is propped up. Mouth-to-mouth resuscitation may be needed. Medical help with oxygen may be required.

NOSEBLEEDS

Nosebleeds can be controlled by grasping the nose firmly between the fingers and holding it for 5-10 minutes. Ice packs will also help control bleeding. Nosebleeds are usually minor, but if bleeding can't be controlled. Medical help is needed. Maintain pressure on nose until a doctor is present.

PANDEMIC FLU PLAN

Seasonal Flu

- Caused by influenza viruses that are closely related to viruses that have previously circulated; most people will have some immunity to it.
- Symptoms include fever, cough, runny nose and muscle pain.
- Complications such as pneumonia are most common in the very young and very old and may result in death.
- Vaccine is produced each season to protect people from the three influenza strains predicted to be most likely to cause illness.

Mild to Moderate Pandemic

• Caused by new influenza virus that has not previously circulated and can be easily spread.

- It is likely most people will have no immunity to the new virus; it will likely cause illness in high numbers of people and more severe illness and deaths than seasonal influenza.
- Symptoms are similar to seasonal flu, but may be more severe and have more serious complications.
- Healthy adults may be at increased risk for serious complications.

Severe Pandemic

- A severe strain causes more severe illness, results in a greater loss of life and has a greater impact on society.
- Workplace absenteeism could reach up to 40% due to people being ill themselves or caring for family members.

Measures to limit the spread of flu:

Promote hand-washing/use of antibacterial wipes, cough hygiene via modeling by school staff.

- Cover nose and mouth with a tissue or upper arm if a tissue is not available
- Dispose of used tissue in a waste basket and wash hands after coughing, sneezing or blowing nose.
- Use warm water or and soap or alcohol-based sanitizers to clean hands.
- Wash hands before eating or touching eyes, nose or mouth.

Encourage vaccination of staff and students for whom the flu vaccine is recommended Persons developing symptoms at school should be sent home as soon as possible and instructed not to return until well.

Social distancing

In a pandemic, the risk of getting the flu is greatest when one has close contact with an infected person. Social distancing measures may include standing three feet apart when communicating, canceling outdoor recess, and monitoring hand washing after bathroom use and after sneezing/coughing/blowing nose. Wiping phones with antibacterial wipes after each use. Limit use of headphones, keyboards and any other shared items in the classroom – wipe with antibacterial wipes after each use.

Use a bacterial spray (such as Lysol) in the classroom twice daily

Open windows if weather permits while room is occupied or while students leave the room for lunch. Possible school closure for a short amount of time early in the course of a community outbreak.

Consult <u>www.pandemicflu.gov</u> for new and updated information

POISONING

- 1. In all oral poisoning, give liquids to dilute the poison.
- 2. Procedures for handling specific oral poisoning cases should be reviewed by teachers of classes in areas where poisoning may take place.

PUNCTURE WOUNDS (knife and gunshot)

A puncture wound may be caused by a pointed object such as a nail, piece of glass, or knife that pierces the skin. Gunshot wounds are also considered to be puncture wounds. Generally, puncture wounds do not bleed a lot and are therefore susceptible to infection;

severe bleeding can result if the penetrating object damages internal organs or major blood vessels.

If an object is impaled in a wound, **DO NOT REOMVE IT.**

- Place several dressings around the object to keep it from moving.
- Bandage the dressings in place around the wound.
- Call 911 and contact parents.

A puncture wound to the chest can range from minor to life threatening. A sucking chest wound is one in which the rib cage has been penetrated and you can hear a sucking sound every time the victim takes a breath.

- Without proper care, the victim's condition will quickly worsen.
- Cover the wound with a dressing that does not allow air to pass through it.
- A plastic bag, latex glove, or plastic wrap taped over the wound will help keep air circulating through the lungs.
- Give additional care as needed. Watch for shock.
- Call 911 and contact parents.

SEIZURE

This can be an alarming sight; a person who's limbs jerk violently, whose eyes may roll upward, whose breath may become heavy with dribbling or even frothing at the mouth,. Breathing may stop in some seizures, or the victim may bite his or her tongue so severely that it blocks the airway. Do not attempt to force anything in to the victim's mouth. You may cause injury to the victim or yourself.

- 1. During a seizure:
 - a. There is little you can do to stop a seizure.
 - b. Call for help.
 - c. Let the seizure run its course.
 - d. Help the victim to lie down and keep from falling to avoid injury.
 - e. Do not use force.
 - f. Loosen restrictive clothing.
 - g. Do not try to restrain a seizure victim.
 - h. Cushion the victim's head using folded clothing or a small pillow.
 - i. If a seizure lasts 10 minutes in a known epileptic, or 5 minutes in a person with no seizure history, call 911.
- 2. After a seizure:
 - a. Check to see if the victim is breathing. If not, immediately begin rescue breathing.
 - b. Check to see if the victim is wearing a MEDIC ALERT or similar bracelet. It describes emergency medical requirements.
 - c. Check to see if the victim has any burns around the mouth. This would indicate poison.
- 3. The victim of a seizure may be conscious but confused and not talking when the intense movement stops. Stay with the victim and be certain that breathing continues. When the victim is able to move, get medical attention.

After the seizure is over, the pupil can be taken to the office to lie down until the dazed phase is over and parents are notified. The student should be attended to continuously until fully recovered.

Very rarely a condition called "status epilepticus" occurs in which one seizure follows another for a long period of time. This is a medical emergency, call 911.

SHOCK

- 1. Shock is likely to develop in any serious injury or illness. Shock may be serious enough to cause death even though the injury itself may not be fatal. Four important symptoms of shock are:
 - Pale, cold, moist skin
 - Weak and/or rapid pulse
 - Rapid Breathing
 - Altered Consciousness
- 2. The symptoms of shock may appear immediately or may be delayed for an hour or more. Give shock care to all <u>seriously</u> injured persons:
 - Have the victim lie down
 - Control any external bleeding
 - Help the victim maintain body temperature, cover to avoid chilling
 - Reassure the victim
 - Elevate legs about 12 inches unless you suspect head, neck, or back injuries or broken bones involving hips or legs.
 - Do not provide anything to eat or drink.
 - Call 911
 - Call parents

SUNSTROKE

- A person with sunstroke will have nausea, weakness, headache, cramps, pounding pulse, high blood pressure and high temperatures (up to 106 degrees.) The armpits are dry; skin flushed initially but later turns ashen or purplish. Delirium or coma is common.
- 2. Medical help is crucial. While waiting for medical aid, reduce temperature with a cold bath, sponging with alcohol or water, until the temperature is down. Hospitalization should be immediate.

WOUNDS

An abrasion is a wound caused by scraping off the outer layer of skin. An abrasion is usually superficial with little bleeding but infection can occur unless the wound is cleaned with soap and water. Wash away from the wound.

An incision is a cut caused by a sharp object such as a knife, razor blade, or piece of glass. Bleeding is a serious problem. Medical help is often necessary in case the wound must be sewn.

A laceration is a tear or jagged, irregular wound caused by a hard object such as a rock, machine tool, bicycle or automobile. Animal bites are also lacerations. Surrounding tissue is damaged and bleeding may be profuse. A minor laceration can be cleaned with soap and water, but if the bleeding is severe, a pressure dressing may be needed. If the laceration is caused by an animal, medical help is required for testing and treatment of the animal.

A puncture wound is caused by deep penetration of a sharp object such as a pencil, nail, ice pick, bullet, spear or arrow. There may be little surface bleeding, but severe internal bleeding can result. A puncture would is difficult to cleanse and may require a tetanus shot to guard against infection.

The School Climate:

An action plan for people and programs reflecting the school's social environment

Our school provides a nurturing environment where students can reach their highest potential academically, socially, emotionally, and physically. We strive to develop a sense of belonging and acceptance in every student attending McClellan.

Objective 1: Create a nurturing school environment

New and existing programs will provide students with opportunities to develop a sense of belonging.

1) Related Activities

- Adult/Student mentoring
- Campus monitoring

Objective 2: Provide clear, consistent realistic school rules and expectations

Students will receive clear, consistent, realistic school rules and expectations.

1) Related Activities

- School handbooks are given out at the beginning of the school year stating all rules and expectations
- Information provided at Back to School Night
- School Website provides information about the school
- Teachers provide copies of their classroom management system and behavior expectations

Objective 3: Open communication among staff, students, and parents

There will be open communication among the staff, students and families at McClellan

1) Related Activities

- SST (Student Study Team) meetings scheduled for students with concerns
- Student handbooks are sent home at the beginning of the year
- McClellan website features school calendar of events, staff email addresses Aeries Homelink
- Email available to all staff
- Absent students are called every day
- Automated phone system to call families to remind them of important dates
- Teachers provide parents with a copy of their classroom management system and behavior expectations

• The Physical Environment:

An action plan for places reflecting the school's physical environment including crisis response procedures and policies relating to student safety

Objective 1: Student safety as it relates to emergency procedures

1) Related Activities

- Monthly fire safety drills
- Duck and cover drills
- Two way radios are given to each staff
- Signs are posted at entrances stating visitors must sign in at the office
- Visitors must wear a "visitor badge"
- Safe schools sheriff available within the district

Objective 2: Student safety as it relates to daily routines

1)Related Activities

- School rules are gone over at the beginning of the year
- All staff on campus supervise students

Objective 3: Student safety as it relates to student health and well being

- 1) Related Activities
 - Notification of contagious diseases is facilitated by district's nurse
 - Shot records are reviewed and updated by district's nurse

The Social Environment: An action plan to maintain the school's organizational structure

Objective 1: Successful operation of the school through staff

- 1) Related Activities
 - Staff is encourage to share in the decision making process
 - Staff development opportunities are offered by the district
 - Staff members work collaboratively to enforce school rules and procedures
 - Staff members communicate with families via email and phone calls
 - Administration has open door policy for direct communication by staff, students, and parents
 - Our technology technician works with staff to ensure all technical equipment is maintained and running smoothly

The Physical Environment-

McClellan High School is located in Antelope at the north end of Sacramento County. The campus experiences mild to moderate vandalism during evening hours, however, the frequency of occurrences has lessened within the past year. The immediate area around the school includes single family dwellings and vacant land.

The school site encompasses approximately 10 acres. The campus is made up of mainly permanent structures and one re-locatable. The office faces the parking lot which is across the walk way from the multi-purpose room. The re-locatable houses the schools weight room which is at the south end of our campus.

These buildings are fenced off after hours. There is grass and asphalt that includes baseball back stop, basketball and volleyball courts. McClellan High School is an open campus, not enclosed by gates.

During the school day, staff members and administrators provide campus supervision. The entire blacktop is easily seen if standing outside facing west. A Safe School Officer is available if needed.

It shall be the practice of McClellan High School and Center Unified to remove all graffiti from school property before pupils arrive to begin their school day. Other acts of vandalism are promptly addressed.

Maintenance of School Buildings/Classrooms

The school's physical facility is well maintained and generally looks neat and clean. District personnel periodically examine the school's physical facility and help eliminate obstacles to school safety. Additionally, health and fire department inspectors contribute to school safety. The grounds are monitored for safety and appearance by the administration, custodians and individual classroom teachers. The students take pride in the appearance of the school.

Internal Security Procedures

McClellan High School has established procedures in the following areas: Emergency preparedness, suspension, school discipline rules and procedures, and an adopted school-wide dress code.

Pupils may be suspended, transferred to another school, or recommended for expulsion for certain acts. For specific student violations, a mandatory expulsion recommendation shall be submitted by the administration of McClellan High School.

Site administrators contribute to a positive school climate, promote positive pupil behavior and help reduce inappropriate conduct. The principal/designee uses available district and other appropriate records to inform teachers of each pupil identified under. E.C. 49079. Law enforcement is contacted and consulted to help maintain and to promote a safe and orderly school environment. McClellan High School employees comply with all legal mandates, regulations and reporting requirements for all instances of suspected child abuse. If appropriate, additional internal security procedures affecting the integrity of the school facility include classroom intercoms and an emergency bell system.

Community involvement is encouraged to help increase school safety using the WE TIP hotline to report suspected vandalism, drug use or other illegal activity.

An outdoor surveillance system will be installed in 2008 to deter vandalism and/or apprehend vandals

Inventory System – Engraved ID, Security Storage

All school-site equipment has a metal ID tag or bar code sticker adhered to its surface. These items are inventoried annually and there is an established accountability system. Office and classroom supplies are secured.

Nondiscrimination/Harassment

District programs and activities shall be free from discrimination, including harassment, with respect to a student's actual or perceived sex, gender, ethnic group identification, race, national origin, religion, color, physical or mental disability, age or sexual orientation.

The Governing Board shall ensure equal opportunities for all students in admission and access to the educational program, guidance and counseling programs, athletic programs, testing procedures, and other activities. School staff and volunteers shall carefully guard against segregation, bias and stereotyping in instruction, guidance and supervision. The district may provide male and female students with separate shower rooms and sexual health and HIV/AIDS prevention classes in order to protect student modesty.

The Board prohibits intimidation or harassment of any student by any employee, student or other person in the district. Staff shall be alert and immediately responsive to student conduct which may interfere with another student's ability to participate in or benefit from school services, activities or privileges.

Students who harass other students shall be subject to appropriate discipline, up to and including counseling, suspension and/or expulsion. An employee who permits or engages in harassment may be subject to disciplinary action, up to and including dismissal.

The Board hereby designates the following position as Coordinator for Nondiscrimination to handle complaints regarding discrimination and inquiries regarding the district's nondiscrimination policies:

Director of Personnel 8408 Watt Avenue Antelope, California 95843 (916) 338-6419

Any student who feels that he/she is being harassed should immediately contact the Coordinator for Nondiscrimination, the principal or any other staff member. Any student who observes an incident of harassment should report the harassment to a school employee, whether or not the victim files a complaint.

Employees who become aware of an act of harassment shall immediately report the incident to the Coordinator for Nondiscrimination. Upon receiving a complaint of discrimination or harassment, the Coordinator shall immediately investigate the complaint in accordance with site-level grievance procedures specified in AR 5145.7 - Sexual Harassment. Where the Coordinator finds that harassment has occurred, he/she shall take prompt, appropriate action to end the harassment and address its effects on the victim.

The Coordinator shall also advise the victim of any other remedies that may be available. The Coordinator shall file a report with the Superintendent or designee and refer the matter to law enforcement where required.

CENTER UNIFIED

SUSPENSION NOTICE

Date	•	Scho	ool	_ Grade	Student	DOB	Parent		
Add	lress	s ł	Home Ph	ione	Work Phone	Teacher	·		
Special Education: TYES NO									
SUSPENSION FROM SCHOOL:									
Number of DAYS suspended accumulated with this suspension: 1 2 3 4 5 6 7 8 9 10									
Number of TIMES suspended accumulated with this suspension: 1 1 2 1 3 4 5 6 7 8 9 10									
PARENT/PUPIL/PRINCIPAL CONFERENCE: Date Time									
EXTENDED SUSPENSION: YES NO Parent/Pupil Notification Date: Time									
EDUCATION CODE, SECTION 48900:									
	(a-1	(a-1) Caused, attempted to cause, or threatened to cause physical injury to another person.							
	(a-2	a-2) Willfully used force or violence upon the person of another, except in self-defense.							
	(b) l	Possessed	l, sold, or	otherwise fu	Irnished any firearm	, knife, explosive	e, or other da	angerous object unless, in the case of possession of	
		-	-	e pupil had o ignee of the		nission from a c	ertificated so	chool employee, which is concurred in by the	
	(c)	Unlawfully	, possess	ed, used, so	old or otherwise furni	ished, or been u	nder the infl	uence of any controlled substance, as defined in	
		Section 1	1053 of th	ne Health an	d Safety Code, alco	holic beverage, o	or intoxicant	of any kind.	
	(d)	Unlawfully	offered o	or arranged	or negotiated to sell	any controlled s	ubstance, a	s defined in Section 11053 of the Health and Safety	
		Code, alc	oholic bev	verage, or in	toxicant of any kind,	and then sold, o	delivered, or	r otherwise furnished to any person another liquid,	
		substance	e or matei	rial as a con	trolled substance, al	coholic beverag	e, or intoxica	ant.	
	(e)	Committe	d robbery	or extortion	.				
	(f)	Caused o	r attempt	ed to cause	damage to school p	roperty or private	e property.		
	(g)	Stolen or	attempted	d to steal scl	hool property or priva	ate property.			
	(h)	miniature	cigars, cl	ove cigarette		co, snuff, chew		oducts, including, but not limited to, cigarettes, cigars, d betel. However, this section does not prohibit use	
	(I)	Committe	committed an obscene act or engaged in habitual profanity or vulgarity.						
	(j)		Had unlawful possession of, or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.						
	(k)	Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of duties.							
	(I)	Knowingly received stolen school property or private property.							
	(m)	n) Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.							
	(n)	Ocmmitted or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.							
	(0)	(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.							
	489	1	reasonabl	le person of 's academic	the same gender as	the victim to be reate an intimida	sufficiently ating, hostile	rovided that the conduct is considered by a severe or pervasive to have a negative impact upon or offensive educational environment. This ground s K through 3.	

- 48900.3 Attempted to cause, threatened to cause, or participated in an act of hate violence, as defined in subdivision (e) of Section 33032.5.
- 48900.4 Intentionally engaged in harassment, threats, or intimidation, directed against a pupil or group of pupils, that is sufficiently severe or pervasive to have the actual and reasonable expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of that pupil or group of pupils by creating an intimidating or hostile educational environment.
- 48900.7 Made terrorist threats against school officials or school property, or both.

EDUCATION CODE 48915 - Mandatory expulsion recommendation and mandatory expulsion:

- (c-1) Possessing, selling, or otherwise furnishing a firearm. This subdivision does not apply to an act of possessing a firearm if the pupil has obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or the designee of the principal. This subdivision applies to an act of possessing a firearm only if an employee of a school district verifies the possession.
- (c-2) Brandishing a knife at another person.
- (c-3) Unlawfully selling a controlled substance listed in Chapter 2 of Division 10 of the Health and Safety Code.
- (c-4) Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.

EDUCATION CODE 48915 - Mandatory expulsion recommendation (unless inappropriate) and discretionary expulsion:

- (a-1) Causing serious physical injury to another person, except in self-defense.
- (a-2) Possession of any knife, explosive, or other dangerous object of no reasonable use to the pupil.
- (a-3) Unlawful possession of any controlled substance listed in Chapter 2 of Division 10 of the Health and Safety Code, except for the first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis.
- (a-4) Robbery or extortion.
- (a-5) Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee.

FACTS LEADING TO DECISION TO SUSPEND ___

TO THE PARENTS/GUARDIAN: This suspension has been issued in compliance with the Education Code of the State of California, Sections 48900, 48910 and 48911. The reason for this suspension has been explained to the pupil, and he/she has had an opportunity to explain his/her version of the incident. Pursuant to Section 48911, the parent or guardian is required to respond without delay to a school official's request for a conference regarding this suspension, please telephone 338-6470. The student's parent or guardian has a right to have access to the pupil records as provided by Section 49069.

<u>PLEASE NOTE</u>: DURING THIS PERIOD OF SUSPENSION FROM SCHOOL, THE PUPIL MUST NOT BE ON OR NEAR ANY SCHOOL CAMPUS, OR MAY BE SUBJECT TO ARREST.

For offenses 48900 A-E and 48915 refer to Action Subject to Expulsion Form.

Teacher's Signature

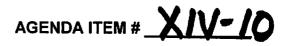
and/or

Date

Administrator's Signature

Date

Copies: Original - Parent, Pink - Superintendent, Goldenrod - School



Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Dudley Elementary Date: ーーーーー To: Center Unified Board of Trustees

Action Item X

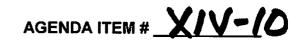
Information Item

From: Dudley Elementary (Lisa Coronado)

Attached Pages $\underline{q8}$

SUBJECT:

Approve 2010-2011 Safe School and Emergency Preparedness Plan - Dudley Elementary



Arthur S. Dudley Elementary School

_



Safe School

And

Emergency Preparedness Plan

Center Unified School District Antelope, CA Revised 2010-2011 School Year

EMERGENCY PREPAREDNESS PLAN

The Emergency Response Plan has as its primary objectives:

- 1. To save lives and avoid injuries;
- 2. To safeguard school property and records;
- 3. To promote a fast, effective reaction to coping with emergencies;
- 4. To restore conditions back to normal with minimal confusion as promptly as possible.

For these objectives to be attained it will require clear activation procedures and responsibilities, identification of all tasks to be performed and by whom, an organized yet flexible response, and the dedication and cooperation of all.

It is vital to the continued functioning of the school, staff, and students that we are prepared to respond effectively in times of emergencies. Such preparations will also help us meet our obligations to our community.

This plan is developed to be used in case of emergency. All members of the faculty and other employees should:

- 1. Familiarize themselves with this plan,
- 2. Be prepared to activate it immediately, and
- 3. Perform any duties to which they are assigned to make its activation effective.

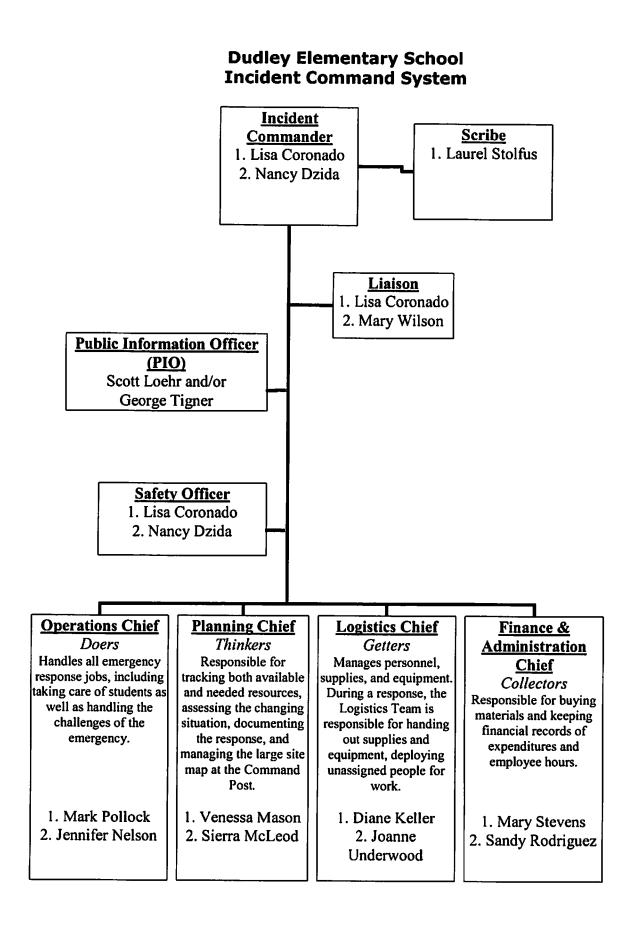
Members of the faculty shall teach the Emergency Response Plan to the students. The members of each classroom shall be instructed in the evacuation plan so they can respond immediately upon receiving the necessary warning.

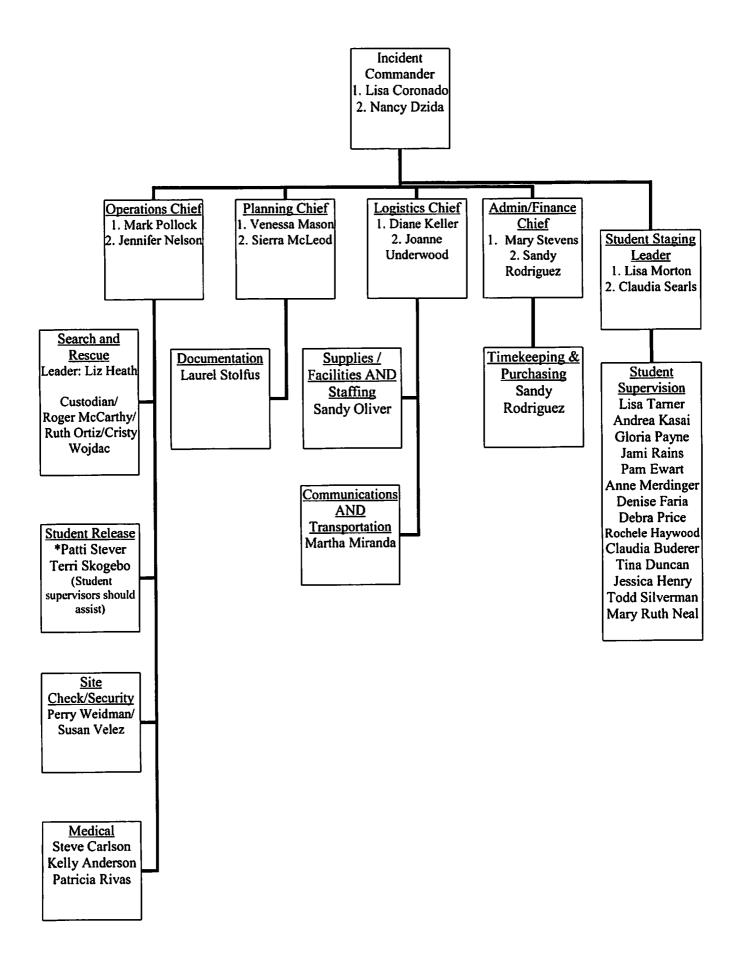
Part 1	Crisis Management						
Section 1	Incident Command System						
Section 2							
Section 3	Staging Areas						
Section 4	Every proceedures						
Section 5	Evacuation Procedures						
Section 6							
Section 7	School Partnerships						
Section 8	Resources						
Section 9							
Section 10	Backpack Letters						
Section 11	Aftermath						
Section 11							
Part 2	Crisis Response						
Section 1	Activity in the Vicinity						
Section 2	Bomb Threat						
Section 3	Bus Accident						
Section 4	Chemical/Biohazard						
Section 5	Death/Suicide						
Section 6	Earthquake						
Section 7	Fire/Explosion						
Section 8	Flood						
Section 9	Gas Odor						
Section 10	Hostage Situation						
Section 10	Hostile Visitor						
Section 12	Kidnapping/Attempted Kidnapping						
Section 12	Medical Emergency						
Section 14							
Section 15	Missing Student 62 Public Demonstration 64						
Section 16	Severe Weather						
Section 17	Shooting/Stabbing						
Section 17	5100tilly/3tabbilly00						
Part 3	Site Action Plan						
Section 1	District and Site Mission Statements						
Section 2	Description of Physical Environment						
Section 3	Physical Environment Goals						
Section 4	Description of School Climate72						
Section 5	School Climate Goals						
Section 6	Signature Sheet75						
Part 4	Appendices						
Child Abuse R	eporting LawAppendix A						
Child Abuse R	eporting FormAppendix B						
	plaint ProceduresAppendix C						
Hate CrimeAppendix D							
Nondiscrimination/HarassmentAppendix E							
Suspendable OffensesAppendix F							
Staff ListAppendix G							
Staff's Classroom Telephone NumbersAppendix H							
Utility Shut-off and Fire Escape MapAppendix I							
District Schoo	District Schools Map						
Emergency Operations Center (EOC) FormAppendix K							

PART 1 CRISIS MANAGEMENT

SECTION 1 INCIDENT COMMAND SYSTEM

The Incident Command System (ICS) is a nationally recognized organizational structure that provides for role assignment and decisionmaking while planning for and reacting to critical incidents of all types. Implementing ICS will allow for all school personnel to know their area of responsibility during a crisis and to plan and practice the management of their specific role. This type of delegation limits the number of functions under any one manager, allowing each person to focus on just one or two aspects of the incident. These managers then provide information to the incident commander (principal) and help that person make informed decisions. Using this type of organizational system during a critical incident creates clear communication channels that will help limit the chaos and uncertainty associated with emergency incidents. Plans can be made, policy established, and training conducted well in advance of any emergency incident. This type of forward thinking will be needed during a critical incident and is a key component to a school being properly prepared.





Incident Command Descriptions

Incident Commander: The Incident Commander is the overall leader during an emergency incident. This person is normally the principal or assistant principal of the school. The Incident Commander makes decisions based on the information and suggestions being provided from the Liaison and ICS Section Chiefs.

- Assume Command
- Establish the Command Post
- Conduct briefings of the Command Staff
- Identify level of threat by assessing situation
- Set specific objectives and direct development of incident action plans
- Direct protective actions to stabilize the school
- Activate and oversee ICS functions
- Establish Unified Command with responding agencies
- Update EOC as situation evolves
- Approve information to send to the EOC for media briefings
- Set objectives for resumption of normal activities
- Maintain an activity log (scribe) and oversee action reports

Admin/Finance Chief

- Report to Command Post if directed to do so; otherwise, provide finance duties as secondary duty
- Keep an envelope or box for all receipts and overtime cards
- Provide a cost-accounting update for the IC as requested
- Maintain an activity log (scribe) and write after-action report
- Checks attendance for that day for both students and adults

Logistics Chief: The Logistics Chief manages the team and reports directly to the Liaison. This team is responsible for obtaining any needed resource, communication, food and water, and transportation.

- Report to Command Post (immediately or upon handing off students)
- Participate in briefing sessions, contributing on identifying required resources and personnel or advising of their availability
- Provide equipment, supplies, personnel, busses/cars as required by Operations
- Establish and maintain communications (radios, bullhorns, etc.)
- Stage resources (or Team Leaders) so they are readily available
- Coordinate and re-assign staff to other teams as needed by Operations
- Maintain a visible chart of available resources as a reference for Ops and the IC Team
- Provide food and water as needed (and available) for staff and students
- Maintain and activity log (scribe) and write after-action report

Operations Chief: The Operations Chief manages the members of the operations team. The chief reports directly to the Liaison. This group is the "Doers" they perform the "hands on" response.

- Immediately report to Command Post
- Supervise and direct activities of all groups assigned to Operations through the Team Leaders
- Identify alternate staging areas as needed (to IC and Logistics)
- Identify alternate resource requirements (to IC and Logistics)
- Deploy resources
- Make changes as necessary to action plan based upon reports from group leaders and Planning Chief
- Update IC and IC Team with status reports
- Maintain an activity log (scribe) and write after-action report

Planning Chief: The Planning Intelligence Chief will report directly to the Incident Commander and may stay with the Incident Commander throughout the crisis. This team will gather information to assist with medium/long-range planning related to the ongoing incident and school recovery issues. They will arrange for recovery/aftermath resources so that there is no gap between the end of the incident and necessary support/ services.

- Report to Command Post (immediately or upon handing off students)
- Collect EOC forms and develop a briefing on incident size and scope for IC Team.
- With Ops, gather incident information and updates from team leaders.
- Send and supervise runners, if needed, to gather incident information
- Share information needed for decision making with IC Team
- Prepare estimates of incident escalation or de-escalation for IC Team
- Report to Safety any conditions that may cause danger
- Maintain an activity log (scribe) and write after-action report

Communications: This person will work to ensure that a communication system is in place (phones, walkie-talkies, etc). They will communicate crisis progress or changes within the site and with District Office

Documentation: This person will collect, evaluate and document information about the development of the incidents and the status of resources.

Liaison: The liaison is the link between the Incident Commander and the Section Chiefs. The liaison may provide general information to the Incident Commander but does not make command decisions. The liaison is also the contact person/link for other community agencies, such as local police and fire departments.

Medical Team: Members of this team will take roll with their own class, send in their EOC form, and then ask a supervising teacher to watch their

students. They will then report directly to the Team Leader in the First Aid Staging Area, in an area that has been pre-determined and organize first aid supplies. The medical area should be in an area that gives privacy from the students on the yard, and easy access to cars to transport people with major injuries.

If necessary, Medical Team members will take medical supplies and report to classrooms where injuries are being reported by Search and Rescue. They will stay in communication with Operations Chief via radio.

The medical team will use the First Aid and START to provide treatment and continue to prioritize injuries. Students with minor injuries can be walked to the medical area for first aid treatment. The Medical Team will determine if a student needs to be transported to the hospital. Written records must be kept of any students who are to be transported. If their name is not known, use a cell phone to take a photo of that student and document where he/she was transported to. Also, get the name of the ambulance company and the badge # of the ambulance personnel.

Off-Site Evacuation Coordinator: The duties of this position focus on organizing the off-site evacuation location during an emergency situation. This includes planning the movement of the students to the location and assisting with accounting of the students once they are moved. Many aspects of this assignment involve planning for the use of a location, and planning the evacuation route to safely move the students. When organizing an evacuation, consider the special needs students and plan for how those students will be moved and what assistance will be required.

Scribe: The scribe will take roll with their own class, send in the EOC form, and then ask a supervising teacher to watch his/her students. The scribe then reports to the Command Post. The scribe stays with the Incident Commander at all times. The scribe will maintain a written record of the incident including actions taken, actions reported to the Incident Commander, time, names, dates, etc.

Search and Locate: This team is responsible to "sweep" the bathrooms, hallways, and other areas for students, visitors, and staff. This team may need to search for unaccounted for people. Emergency responders will perform any major rescue efforts if necessary. Members will take roll with their own class, send in their EOC form, and then ask a supervising teacher to watch their students. Search and Rescue Team members should report to their Team Leader in a pre-determined location. It may be near (but not in) the Command Post or by the Student Staging Area. The Operations Chief will direct the Team Leader as to the location of the missing or injured. Search and Rescue does not do a room by room search, unless there is time after they have gone to all the rooms where we know there are problems and if it is deemed safe to do so. As Search and Rescue teams (2 each for safety) process, they should check back in with the Team Leader to report progress and/or need for additional help. The Team Leader reports progress/needs to the Operations Chief.

Site Check/Security Team: Members of this team will take roll with their own class, send in their EOC form, and then ask a supervising teacher to watch their students. The Team Leader will report to the Operations Chief and then, if it is safe, send the team to check on utilities, etc. The site check/security team will notify the utility companies of a break or suspected break in utilities. Once complete, the team will then proceed to the entrances where public safety and/or parents may arrive, and help direct people to the Command Post or Student Reunification Areas. If neighbors arrive, the team should direct them to help support Traffic Control.

A violent crime or other situation near a school may require that the school staff take steps to quickly secure the school from outside intruders. This will involve developing specific assignments for school personnel during such an emergency and creating a check system to make sure the school is secure. This person would then act as a liaison with the agency handling the local event.

Situation Analysis: The person in charge of situation analysis will provides ongoing analysis of situation and resources status - What if...

Staffing Assignment Coordinator: The role of this position is to use available personnel to assist with carrying out the core functions associated with an incident. Any teacher not assigned students during an incident and any school personnel arriving at the incident should directly report to this person. Working closely with the incident supervisor, the person will direct staff to the areas that need assistance. Those responsible for organizing the various areas will coordinate with this person in requesting manpower during the incident. This person will keep a roster of assignments and manpower needs making requests to administrative offices when needed.

Student Release a.k.a. Parent Reunion Coordinator: This team will supervise the release of students. They will document the persons picking up students. They must record the time, signature, and where they will be taking the student. Pictures of each child with the adult picking them up may be useful. Members will take roll with their own class, send in their EOC form, and wait to be called up. Before parents begin arriving, the Team Leader will begin setting up the Reunification Center (with support if needed), in a predetermined location. They will gather information regarding attendance form the Admin/Finance Team. When parents begin arriving, the Team Leader will call up the rest of the team and notify the Operations Chief. As more parents arrive, more teachers and classified staff will be assigned to this staging area. Students will be re-assigned to other Supervising Teachers. If evacuating the site, before leaving the school grounds, the Student Release Team will post a notice on the front door informing parents of where to pick up their children. If front door is no longer there, the notice will be placed on the flagpole.

Student Supervision Team: This team supervises all students unless otherwise assigned. Other teachers who have designated responsibilities that take them away from their class will be reporting to a member of the student supervision team before they leave their class in their care. This team will be working closely with the Student Release Team to make sure that students do not leave until their parent or adult has signed them out from the release area.

Supplies/Facilities: This person will locate and provide facilities, equipment, supplies and materials as needed.

Timekeeping & Purchasing: This person will maintain accurate records of staff hours and of purchases.

Transportation: The school staff member responsible for organizing this operation works with the district transportation department to coordinate the arrival of buses and the loading of students onto the proper bus. Responsibilities for this person include: arranging for buses, supervising loading and moving of buses, or arranging alternative forms of transportation as needed. The Operations Chief will direct the team to move students off campus, if necessary.

SECTION 2 STAGING AREAS

Indoor Command Post:

- 1. Office
- 2. Library

Outdoor Command Post:

- 1. Benches on the side of M4
- 2. Gazebo behind multipurpose room

Triage Area: Blacktop in front of M9-M12

Parent Reunification Area: School Parking Lot

Bus Staging Area: Aztec way

Media Staging Area: Parking lot adjacent to Dudley Elementary

Off-Site Evacuation Location: Antelope View Charter School / Global Youth Charter School Contact: David DeArcos / Shelly Hoover Phone: 339-4690 / 339-4680 Directions: From Aztec Way go left on Elverta Turn right on Watt Avenue Turn right on Center Court Lane End at Antelope View Charter School and Global Youth Charter School ** A shortcut through Lone Oak Park on Elverta may be used if the Charter Schools are called in advance.

SECTION 3 LOCKDOWN PROCEDURES

The school lockdown procedure serves many functions during an emergency situation:

- When a lockdown is initiated, the majority of students and teachers will be taken away from the threat.
- The dangerous situation can be isolated from much of the school.
- Accounting for students can accurately take place in each classroom.
- Depending on the situation, an organized evacuation can take place away from the dangerous area.

In addition to an onsite emergency, lockdown procedures can be modified for use during a local incident in which the school population is not in direct danger. A local incident might be a sheriff or fire event nearby or an injury on school grounds that requires limiting student movement in the area. When a lockdown is announced, several steps should take place. Someone must be assigned to the dangerous situation or area to ensure students and staff do not enter the area. Immediate notification should be made to the 911, fully explaining what is known at that time. The bells must be held and instructions to ignore the fire alarm should be given.

When ordering a lockdown, the following announcements should be made and repeated several times:

A) Classes in progress (not during lunch)

"Teachers, please secure your students in your classroom immediately. All students report directly to your classroom and ignore any fire alarms."

B) Class change in progress

"Teachers and students, it is necessary to begin a lockdown of classrooms. All students report directly to your next assigned class and ignore any fire alarms."

C) Lunch is in session, add the following to either announcement "Students in the cafeteria, follow the instructions of the faculty in the cafeteria."

Unassigned teachers should ensure that students in hallways are placed in classrooms immediately. Staff members should check restrooms and other areas where students may be found. If students are found and are not close to their classroom, students should go into the closest occupied classroom. Then teachers should stay in a locked room and notify the office of their location.

During a lockdown, special attention should be given to the areas of the school where numerous students are gathered in an unsecured environment, such as the cafeteria, auditorium, and library. Arrangements should be

made so those students in these areas can be moved to nearby locations that can be secured.

When a teacher with a class hears one of the lockdown announcements he or she should follow these directions:

1. Lock the classroom door immediately.

2. Keep all students sitting on the floor, away from the door and windows.

3. Use caution and discretion in allowing students entry into the classroom.

4. Advise the students that there is some type of emergency but you don't know what it is.

5. Take attendance and prepare a list of missing students and extra students in the room. Prepare to take this list with you when you are directed to leave the classroom.

6. If there is a phone in your classroom, do not use the telephone to call out. Lines must be kept open, unless there is an emergency situation in the classroom.

7. Ignore any fire alarm activation-the school will not be evacuated using this method.

8. Project a calm attitude to maintain student behavior.

9. When or if students are moved out of the classroom, assist them in moving as quietly and quickly as possible.

10. Remain in the room until, a member of the crisis management team comes to the room with directions, or a sheriff arrives with directions.

Teachers should be aware of the emotional response some students may have to a lockdown situation. For example, teachers could plan for frightened students vomiting by keeping plastic bags and cleaning supplies available in the classroom. Another idea is to keep a supply of gum, mints, or hard candy in each room to help relax students.

Depending on the grade level, students will ask many questions that teachers will not be able to answer. Being familiar with the lockdown procedures and the role of the ICS will provide a better understanding of what is taking place and what can be expected.

As a lockdown is taking place, the Incident Command Team should ensure that several functions are taking place. Depending on the situation, the school may need to be completely secured from the inside. This will require specific individuals being assigned to lock any open doors. Notifications will continue to be made to school administration and possibly the sheriff department if the sheriff has not arrived on the scene. Any known injuries should also be reported to the administration, who will relay that information to the sheriff.

Communication via school radio is permissible as long as the incident does not involve an explosive device or a suspect in possession of a radio or scanner. The sheriff liaison member of the Incident Command Team should be prepared to gather all known information and respond to the first arriving sheriff personnel location and brief them on the situation.

Once a lockdown has been started, wait for the sheriff department to arrive before arranging for evacuation of the school. This will allow for a more secure environment during the evacuation and assist the sheriff if a tactical operation is necessary.

Special areas of concern:

Special attention should be paid to the playground area of each school. Teachers must be able to hear the lockdown announcement and an alternate lockdown location must be identified. This location can be indoors or outdoors, if students can be safely hidden on the playground. In either case the lockdown location must be determined during initial crisis planning and the information should be clearly communicated to all staff members.

SECTION 4 EVACUATION PROCEDURES

General Evacuation

Evacuation decisions are very incident-specific. If the release occurs slowly, or if there is a fire that cannot be controlled within a short time, then evacuation may be the sensible option. Evacuation during incidents involving the airborne release of chemicals is sometimes necessary. If a general evacuation is ordered, the school population will be sent home, to Antelope View Charter School, or to another location. Students are evacuated by walking or on school busses. If the school has been evacuated the response personnel will need to decide when it is safe to return. They will need to verify data collected by the monitoring crews and consider the advice of the health officials concerned.

Evacuation of School Grounds

In the event the school cannot be occupied following an evacuation, it may be necessary to evacuate the school grounds. We will evacuate to Antelope View Charter School.

The principal will call the Superintendent. Before leaving the school grounds, the Student Release Team will post a notice on the front door informing parents of where to pick up their children. If front door is no longer there, the notice will be placed on the flagpole.

When evacuating to Antelope View Charter / Global Youth Charter, the students will walk quickly, quietly, and in single file down Aztec towards Elverta, away from the Arbors housing complex. They will cross Elverta at the stoplight. After crossing, they will go left towards Watt Avenue. Students will walk through Lone Oak Park to the back entrance of Antelope View Charter / Global Youth Charter. If busses are available, students will board on Aztec.

When releasing students to the care of parents or other adults, refer to the section entitled, "Release of Students to Parents".

School Evacuation Instructions

Exit the Building

- The blacktop/field is the designated assembly area.
- Immediately upon hearing the fire alarm signal or instructed to "leave the building" over the intercom, students, faculty and others in the building shall evacuate the building via prearranged evacuation route quickly, quietly and in single file. The last person out of the room shall pull the door closed, but will not lock it. All will proceed to the designated assembly area.

Teachers

- Take class lists, red/green cards and student emergency card.
- Make special provisions to assist handicapped students.

- Exit the building through assigned exit or nearest unblocked exit.
- Lead the class out of the building to pre-designated area at least 500 feet from building. Area must be free from hazards such as overhead power lines, gas lines and motor vehicle traffic.
- Take roll and report any missing students (by name) to the Student Supervision Leader at pre-designated location away from building.
- Necessary first aid should be performed.

Students

In homeroom class

- Leave all personal items in classroom.
- Follow their teacher and exit in a quiet and orderly manner.

NOT in homeroom

- Leave all personal items in classroom.
- Exit with their supervisor, or if alone, exit the nearest unblocked exit.
- Remain with the class with which they exited until it is deemed safe for the student to return to his/her regular class.

At recess / break

- During recess, students should go to their assembly area on the field.
- Students should go to the assembly area of the next class on their schedule.

Staff Not Assigned To Classrooms

- Will follow as directed in the Incident Command System.
- Assist as directed by principal or designee.

Principal or Designee

- Report any missing persons to emergency response personnel.
- If building is determined to be safe to re-enter:
 - Determine WHEN it is safe to re-enter
 - Notify teachers by all clear signal or runner. DO NOT USE FIRE ALARM SIGNAL for re-entry.
- If building is unsafe to re-enter, evacuate the school site, using predetermined plan.

Instruct teachers to:

- Release students to responsible adults using predetermined procedure.
- Students will exit school grounds to the blacktop/field either to board busses or to walk to Antelope View Charter School.

Exit Route

An emergency exit route will be posted in the classroom beside the door. All who use this room should be familiar with the fire evacuation route as it applies to that room. When you have a substitute, make sure they are aware of where this map is located and that the roll sheet and student emergence information must be taken with them during the drill.

SECTION 5 STUDENT RELEASE PROCEDURES

Early Dismissal

The ultimate responsibility for the student's safety from the school to home in cases of emergency lies with the parent or guardian. Parents should work through community emergency preparedness groups to make preparations for the safety of their own children.

If an emergency occurs during the school day, and it is believed advisable to dismiss school, students will be provided shelter and supervision at the school as long as deemed reasonable by the principal.

The school will proceed on the basis that there will be no bus transportation or telephone communication. School will not be dismissed early unless school authorities have been assured by local emergency authorities that routes are safe for student use.

Follow the "Release of Students to Parents" plan.

Release of Students to Parents

Each teacher will have a copy of the student emergency information and a list of students on a clipboard. The adults listed on this card will be the only adults the students will be released to. Any other adult showing up may stay with the student, but he/she will not be permitted to leave with them. This clipboard is to remain with the teacher during any building evacuation exercise including a fire drill.

Prior to the approved adult taking the student, a release form must be filled out and signed. (See student release form.)

Teachers must stay with the students until all their students are picked up and/or the principal or his/her replacement approves of their leaving.

STUDENT RELEASE FORM

Student's		
Name		
	Time	
Teacher		
Room	Curde	
#	Grade_	<u> </u>
PERSON CHECKIN	G OUT STUDENT:	
Signature		
IF NOT PARENT/G INFORMATION:	GUARDIAN, PLEASE PRIN	T THE FOLLOWING
Name		
Address		
Phone #		
STUDENTS UNACCO	OUNTED FOR	
Teacher's Name	Grade	Room
	0.000	KOOM
Students unaccount		

SECTION 6 SCHOOL PARTNERSHIPS

Off Site Partnerhsip Antelope View Charter School / Global Youth Charter School Contact: David DeArcos / Shelly Hoover Phone: 339-4690 / 339-4680 Directions: From Aztec Way go left on Elverta

Turn right on Watt Avenue Turn right on Center Court Lane

End at Antelope View Charter School and Global Youth Charter School ** A shortcut through Lone Oak Park on Elverta may be used if the Charter Schools are called in advance.

Section 7 Resources Pages 21-23

Removed for confidentiality

Includes staff phone numbers and health concerns

SECTION 8 COMMUNICATIONS

It is likely that the public address system will be operational in most emergencies during which inside-the-building announcements need to be made. If it's not, communication will be by messenger(s) from the office to each teacher.

Communication between the custodial staff and the office staff will be by radio. One radio shall be assigned to each of the following people:

Principal Secretary Day Custodian Night Custodian Noon Duty Aide Resource Teacher Counselor Operations Chiefs Planning Chiefs Logistics Chiefs Incident Commanders

Telephone Communication

- 1. The school telephones may NOT be used by ANY person for outgoing calls of any kind during an emergency, except when authorized by the principal.
- 2. Appropriate authorities will be notified including 911, Twin Rivers Police Department, and the Superintendent.

EMERGENCY PHONE NUMBERS

- Sheriff/Fire Department: 911
- Twin Rivers Dispatch 286-4875
- District School Resource Officer 275-0256
- Poison Control Center, UCD Medical Center: (916) 734-3692
- California American (Water): (916) 568-4200
- SMUD (Electricity): (916) 456-7683
- PG&E (Gas): (916) 743-5000
- Superintendent's Office: (916) 338-6409
- Facilities and Operations:
 - o Craig (916) 338-7580
 - o Carol (916) 338-6337
 - o Kim (916) 338-6417
- Child Protective Services (CPS): (916) 875-5437
- Spinelli Elementary School: (916) 338-6490
- Dudley Elementary School: (916) 338-6470
- Oak Hill Elementary School: (916) 338-6460
- Wilson C. Riles Middle School: (916) 787-8100
- Center High School: (916) 338-6420
- Antelope View Charter School: (916) 339-4690
- Global Youth Charter School: (916) 339-4680
- McClellan High School: (916) 338-6445

SECTION 10 LETTERS HOME

Please review the following information regarding school and parent responsibilities for emergency school closure. Please help us to be efficient and helpful in caring for your child.

We have developed an emergency preparedness plan that outlines a variety of situations including fire, bomb threat, earthquake and the possibility of evacuation due to an unforeseen emergency. We would like parents to be advised as to what to expect while their children are in school. The following procedures will be implemented in case of an emergency:

- 1. In case of a fire alarm, students will be evacuated from the building. In the event of an **actual** fire that requires evacuation, students will be evacuated to ANTELOPE VIEW CHARTER SCHOOL, located next to Center High School on Center Court Lane. If possible, notification will be sent to parents through the automatic dialing system, otherwise, parents will be informed by school officials during or after the evacuation.
- 2. If an emergency evacuation occurs before parents can be reached, a notice will be left on the front door informing parents where to find their children. Only parents or adults listed on the emergency information cards will be permitted to pick up students. Please make sure the information on the emergency card includes everyone you would permit to pick up your child. Bused students will only be returned home during regular times and only if it is deemed safe.
- 3. If there is an earthquake, students will be kept in classrooms until quaking stops. Students will then be evacuated from the building. If there is too much damage to use the school as shelter, see number 1.
- 4. Floods, power outages, severe storms or any other disaster will normally result in students being held at school in regular classes until the usual departure time or sent home as in number 2.
- 5. Parents should discuss the above information with their children and assure them that school personnel will care for them just as they do each day, until they can be re-united with parents.

As the new school year starts we would like to remind you that this is a good time to go over the following information with your children:

- 1. Practice and review emergency plans, family meeting places and emergency telephone numbers regularly with your children.
- 2. Each year make your child's teacher aware of his/her health or physical needs that would require special action or supplies during an emergency. Make sure the office has a supply of vital medication on hand.
- 3. Make sure your student's information card has the name, address, and phone number of anyone you want to pick up your child during an emergency. Students will NOT be released to ANYONE not listed on this card.
- 4. Make sure your child is familiar with the people he/she may leave with and that they know that it is OK to leave with them in the event of an emergency. This may include a family code word.
- 5. Be aware that you many not be able to get to your child in the event of a largescale emergency if you work a great distance from your child's school. Be aware that the person picking up your child may have them for several hours or even days.

SECTION 11 AFTERMATH

<u>Counseling</u>

The need for a proactive counseling program can not be overlooked. Many dangerous situations can be avoided by early intervention of trained professionals. Available resources should be identified and used on a regular basis when the first sign of depression, anger, or other alarming changes in a student is observed. During a crisis, the CMT member responsible for counseling must quickly organize a counseling program to help students, parents, faculty, and the community heal from the incident. Counselors at the effected school may handle some incidents, while other incidents could easily require the cooperation of many services. Identifying resources within the school system, county, and community should be planned and well organized before a crisis occurs.

Dudley Counselor: Todd Silverman School Psychologist: Rochele Haywood

SECTION 12 TRAINING AND UPDATING

<u>Drills</u>

The principal shall hold fire drills monthly and intruder alert and earthquake drills each trimester to ensure that all students, faculty members, and others are sufficiently familiar with such drills that they can be activated and accomplished quickly and efficiently. These drills shall be held at both regular and inopportune times to take care of almost any situation. Everyone in the building, including other employees, all office workers, all lunch workers, all custodial staff, and visitors must obey the instructions in the room or area they occupy when the alarm is sounded. Drills will also be carried out for quick evacuation of the multi-purpose room. The school secretary will be responsible to notify Sacramento Fire Department and Twin Rivers Police Department as necessary.

Once yearly, a full scale disaster drill will be held to give the staff an opportunity to fully implement the Incident Command System.

<u>Training</u>

The staff has participated in the following trainings:

- SEMS video September 9, 2009
- CPR Training (11 staff members) November 5, 2009
- Mandated Child Abuse Reporter Training January 11, 2010
- Triage Training 2009/2010 school year

PART 2 CRISIS READINESS

SECTION 1 ACTIVITY IN THE VICINITY

Upon notification of a dangerous situation near the school, several steps should be taken to protect the school population from the incident.

- Obtain as much information about the incident as you can. The Sacramento County Sheriff's Communication Center will be able to provide an overview of the incident. Call (916)874-5115.
- Convene a meeting of the incident command team and discuss the situation and/or recommendations from the sheriff or fire department.
- Bring classes being conducted in trailers into the school.
- Secure the school building, if necessary.
- Coordinate with team members and faculty to ensure all doors are secured and post lookouts inside the school who can alert you to approaching danger.
- Notify the District's Central Office.
- Assign sheriff and fire liaison member of Incident Command Team to monitor situation and provide updates as needed.
- Prepare for possible lockdown or evacuation depending on the situations. Follow sheriff or fire guidance.
- If sheriff or fire have not resolved the situation by dismissal time, plans will need to be made to alter or delay dismissal of students and transportation should be contacted with information.
- Informational letter for parents should be developed in conjunction with district office and sheriff or fire officials.

SECTION 2 BOMB THREAT

Because an explosive device can be controlled electronically, school radio usage should not take place inside the school during a bomb threat since radio waves could detonate the device accidentally. Radio usage can resume 300 feet away from the building, allowing for communication from the evacuation staging area.

Bomb Threat Procedures

- I. Office Personnel
 - a. If the threat is made by any means other than telephone, immediately notify an administrator.
 - b. If the threat is made by telephone, the person receiving the call is to do the following:
 - i. Mentally form a picture of the caller is the caller male or female? Juvenile or an adult? Does the voice sound familiar? If so, who? As soon as possible, indicate your impressions on the Bomb Threat Form.
 - ii. Ask the caller three questions, in this order:
 - 1. When is the bomb going to explode? (The caller may or may not respond to this question. If the threat is real, chances are he/she will say something. If the caller just hangs up without any comment to your questions, the chances are great that it is a prank call.)
 - Where is the bomb located? What kind of bomb is it? (If the caller responds to these questions, he/she will probably lie, but it will keep the caller talking and give you more time to identify him/her.)
 - 3. Why are you doing this? Where are you now? (The caller's answer to these questions will give you a clue as to whether or not it is a real threat. If he says he wants money, or is representing some group or organization, the chances that it is a real threat are increased. In no event suggest a reason to him by asking something like, "Do you want money?" Let the caller provide the reason.)
 - iii. Note the time the call was received and immediately notify the principal or designee.
 - c. Call the Sacramento County Sheriff (911) and ask for a sheriff's unit to be dispatched to the school.
- II. Administration

Make a judgment as to the validity of the threat, and react in the following manner whether or not you believe this to be a prank:

a. Notify teachers to evacuate their rooms by announcing "code red" followed by the fire drill signal. All students should be at least 500 ft. away from the building.

]

- b. Wait for the sheriff's unit to arrive. Assist the officers as needed.
- c. Provide a designated employee (s) to assist law enforcement in search of suspicious objects on school grounds
- d. Administrator must determine if students will need to evacuate the school grounds if no suspicious item is found.
- e. Maintenance, Operations, & Transportation will be called to provide busses for students if necessary.
- III. Teachers
 - a. Upon receiving the notice to evacuate for a "code red", have your students assemble outside your classroom in an orderly manner and wait for you.
 - b. Check your room, before you leave, for anything out of the ordinary. Take a 360-degree sweep from eye level to floor and if you see anything suspicious, report it to an administrator.
 - c. Keep your group together and walk with them to the field. Take your roll sheet and emergency information and call roll when you get there. Get your group together in an orderly manner and stay with them. You will probably be there for awhile, so take your time with these tasks and make sure students obey you perfectly.
 - d. When you hear the all clear signal (announcement over the intercom or on the bullhorn) return to your classroom in an orderly manner.
 - e. Do not let the students know that we have a bomb threat. Treat is as a routine "fire drill."
- IV. Custodians, Cooks, and other Classified Employees
 - a. Check your work areas. Do a 360 degree visual check of your room(s) as described under "Teachers" above.
 - b. Assist Administration as needed.

BOMB THREAT FORM

RECEIVING A BOMB THREAT

INSTRUCTIONS:

Be calm and courteous: LISTEN! Do not interrupt the caller. Quietly attract the attention of someone nearby, indicating to them the nature of the call. Complete this form as soon as the caller hangs up and the school administration has been notified.

Exact time of call: _____

Exact words of caller:

Questions to Ask

- 1. When is the bomb going to explode? _____
- 2. Where is the bomb?
- 3. What does it look like?_____
- 4. What kind of bomb is it?_____
- 5. What will cause it to detonate?_____
- 6. Did you place the bomb?_____
- 7. Why?_____
- 8. Where are you calling from?_____
- 9. What is your address?_____
- 10. What is your name?_____

Caller's Voice (Circle):

Calm Stutter Giggling Stressed	Disguised Slow Deep Accent	Nasal Sincere Crying Loud	Angry Lisp Squeaky Slurred	Broken Rapid Excited Normal		
Voice Description (Circle):						
Male Calm Young Rough	Female Nervous Old Refined	Middle-Ag	ed			
Accent: ١	res No	Describe_				_
Speech Impediment: Yes No Describe						

Unusual	Phrases
---------	---------

Recognize Voice? If so, who do you think it was?_____

Background Noises (Circle):

Music Traffic	TV Running Motor (type)		
Horns	Whistles Bells		
Machinery	Aircraft Tape Recorder Other		
Additional	Information:		
	the caller indicate knowledge of the facility? If so, how? In what s?		
	at line did the call come in on?		
D. WII			
C. Is the number listed? Private Number? Whose?			
D. Pers	on Receiving Call		
E. Telephone number the call was received at			
F. Date			
G. Repo (Refe	ort call immediately to: er to bomb incident plan)		
Signature_	Date		

THREATENING PHONE CALL FORM

Time call was received______ Time Caller hung up_____

Try to get another person on the line and record the conversation. Exact words of person:

Questions to ask if not already covered by caller's statement (record exact words)

1. What is your name?				
2. What are you going to do?				
3. What will prevent you from doing that?				
4. Why are you doing this?				
5. When are you doing this?				
6. Where is the device right no	ow?			
7. What kind of device or mat	erial is it?			
8. What does it look like?				
Person Receiving the call	Person monitoring the call			
Department	Department			
Dept Phone No	Dept Phone No			
Home Address	Home Address			

Date:_____

SECTION 3 BUS ACCIDENT

Field Trip Preparedness for Staff Members

- School buses are required to carry a first aid kit. Make sure it is in the bus.
- Teachers who participate in a large number of field trips should be encouraged to train in CPR and first aid procedures.
- Always take a complete roster and emergency care cards of students on a field trip.
- Maintain a complete list of teachers' and chaperones' home phone numbers, emergency contacts and work phone numbers for spouse.
- Develop an emergency phone number directory for field trips. Directory should contain emergency phone numbers for the school system and main phone numbers to the school and administrative offices.

Ì

SECTION 4 CHEMICALS/BIOHAZARD/GAS ODOR

All chemicals in the building are to be identified and stored according to district policy and procedures. Safety data sheets from vendors shall be on file and available for all chemicals in the office for quick reference. All personnel involved with chemicals in any manner are to be trained in their proper use.

The Fire Department shall be informed by the principal once each year of all chemicals used in the building and where they are stored. In the event of a hazardous material accident in the building, the principal (or designee) will decide if and how the building will be evacuated. If any accident should occur, the fire department, Center Unified School District Superintendent, and Sacramento County Health Department should be notified.

Responders will decide whether to order people to remain indoors (shelterin-place), rescue individuals from the area, or order a general evacuation. The "remain indoors" option will be considered when the hazards are too great to risk exposure of evacuees. Rescuing people from the hazardous area may involve supplying protective equipment for evacuees to ensure their safety, so that it may not be used. A general evacuation requires a significant amount of lead-time, which may not be available.

In order for the "in-place shelter procedure" to be effective, the effected population must be advised to follow the guidelines listed below:

- An announcement will come over the PA system telling you that the "in-place-shelter procedure" is in effect.
- Close all doors to the outside and close and lock all windows. (Windows seal better when locked). Seal gaps under doorways and windows with wet towels, and those around doorways and windows with duct tape (or similar thick tape) and sheets of plastic (precut and labeled before the incident). Have student assigned to specific tasks ahead of time.
- Ventilation systems should be turned off.
- Turn off all heating systems and air-conditioners.
- Seal any gaps around window type air-conditioners, exhaust fan grills, exhaust fans, and range vents, etc. with tape and plastic sheeting, wax paper, or aluminum wrap.
- Close as many internal doors as possible.
- If an outdoor explosion is possible, close drapes, curtains, and shades over windows. Avoid windows to prevent potential injury from flying glass.
- If you suspect that the gas or vapor has entered the structure you are in, hold a wet cloth over your nose and mouth.
- Tune in to the Emergency Alert System on the radio or television for information concerning the hazardous materials incident and inplace sheltering.

SECTION 5 DEATH/SUICIDE

Definition - Death or suicide of a student, staff member or significant person close to the school where students and/or staff are affected.

Principal or designee shall:

- 1. Call 911.
- 2. Contact Superintendent.
- 3. Notify immediate family-parent or guardian.
- 4. Identify key staff members at site to disseminate information at site level.
- 5. Communicate behavioral expectations to staff regarding:
 - Confidentiality issues.
 - Providing factual information
 - Available resources
- 6. Send home written information to parents on facts of incident and any follow-up services available.
- 7. Consult with psychologist or county office of education staff for intervention strategies including specific activities that can be used in the classroom.

If the incident causes a major disruption to school activities, evacuation may be necessary and will be determined by law enforcement, principal or designee.

SECTION 6 EARTHQUAKE

During the Quake

Keep these points in mind in the event of an earthquake:

- 1. If an earthquake occurs, keep calm. Don't run or panic. If you take proper precautions, the chances are you will not be hurt.
- 2. Remain where you are. If you are outdoors, stay outdoors. If you are indoors, stay indoors. In earthquakes, most injuries occur as people are entering or leaving buildings (from falling walls, electrical wires, etc).
- 3. The teacher will give the "drop and cover signal" if the bell system is not operable.
- 4. Everyone will get under his/her desk and cover his/her head. If a desk, table or bench (best choice) is not available, sit or stand against an inside wall or in an inside doorway. Stay away from the windows, outside walls, and outside doors.
- 5. If you are outside, stay away from the building, electric wires, poles, or anything else that might shake loose and fall. Look for open space and stay low.

After the Quake

For your own safety and that of others, you should carefully do the following:

- 1. About two minutes after the shaking stops, the fire bell will sound. If we have lost power, the teacher will give the command to evacuate the building.
- 2. Use the "Building Evacuation" plan.
- 3. Use extreme caution in entering or working in buildings that may have been damaged or weakened by the disaster.
- 4. Stay away from fallen or damaged electric wires, which may still be dangerous.
- 5. The custodian will check for leaking gas pipes. Do this by smell only-don't use matches or candles. If you smell gas:
 - Open all windows and doors.
 - Turn off the main gas valve at the meter.
 - Leave the building immediately.
 - Notify the Gas Company, police, and fire departments.
 - Don't re-enter the building until it is safe.
- 6. The principal will confer with the Superintendent about evacuation of the school. If necessary, follow the "Evacuation of School Grounds" policy. Do not evacuate to another building unless it has received an inspection by a qualified person.

Re-entry of Building

Follow the procedures of the re-entry instructions (after "Building Evacuation") except: the building should be inspected by a qualified person who has been trained in Building Analysis. This person will perform an inspection on structural soundness, electrical wiring, water distribution, oil, gas, and other fuel systems, and boiler and heating systems.

A damaged structure will be occupied only after authorization by the responsible local agency. Building supervisors will be notified of the corrective actions to be taken to return building to use.

SECTION 7 FIRE/EXPLOSION

<u>Fire</u>

- 1. In the event of a natural gas fire, sound alarm and then turn off main gas valves. If the fire is small, use the fire extinguisher AFTER the gas is turned off.
- 2. In the event of an electrical fire, sound alarm and then turn off electricity. Do not use water or water-acid extinguishers on electrical supported fires. Only small fires should be fought with an extinguisher.
- 3. The person locating the fire will sound the school alarm.
- 4. Follow the "Building Evacuation" instructions.
- 5. The principal will notify the superintendent's office.
- 6. The office staff will notify the utility companies of a break or a suspected break in utilities.
- 7. Keep access road open for emergency vehicles.
- 8. All staff will be responsible to peek in the door of classroom on either side and make sure they were informed of the fire.
- 9. The custodian is responsible for checking exits daily to make sure they are functional. All exits should be obvious, maintained and clear of obstructions.

Computer Labs

All labs are to be equipped, as their needs require, for proper fire control and for emergency purposes.

Lunchrooms and Kitchens

- 1. Emergency preparedness to control fire in school kitchen areas:
 - Have automatic extinguishers over deep fryers and grills.
 - Have fire extinguishers for all types of fires in proper location.
 - Make sure that all of the kitchen personnel know where the extinguishers are located and how to operate them.
 - Make sure that the kitchen personnel know which exit to take in case of fire.

Whether it's a real fire or a drill, try to evacuate the building in fewer than two minutes.

Fire Drill Procedures

The secretary will call the fire department to inform them it is a drill. The principal or designee shall sound the alarm.

- 1. When the signal is sounded, the teaching staff will proceed to the evacuation assembly area (blacktop/field) with their classes. Staff not assigned a regular class of children will report to the same area to render any needed assistance to teachers.
- 2. Once each month, all teachers will instruct their classes in the correct procedures and behaviors to utilize during fire drills.

- 3. Once each month, a fire drill will be conducted by the school staff.
- 4. Students stand facing away from the building in silent lines.
- 5. Supervising staff will take roll. The whereabouts of all students should be known.
- 6. Any student in attendance at school but not with class or in a special class should be reported immediately to the Student Supervision Leader.

Silent Fire Drill / Neighborhood Disaster Plan

- 1. Silent fire drills and neighborhood disaster procedures will be used in the event of bell and/or intercom failure.
- 2. When a silent fire drill is in progress, a monitor appears at the door with a sign stating "silent fire drill." The monitor will remain until the teacher sees the sign. The procedures to follow are the same as during a regular fire drill.
- 3. When a silent intruder on campus drill is in progress, a monitor appears at the door with a sign stating "Duck and Cover". The monitor will remain until the teachers see the sign.

Fire Extinguishers

Fire extinguishers are placed in strategic locations as recommended by the fire department (see map). Faculty members and other staff personnel shall be instructed in the use of the fire extinguisher.

All extinguishers, unless stated, are dry chemical types which are needed to put out type A, B, and C fires which include wood, textiles, gasoline, oil, greases, and electrical fires. In discharging a fire extinguisher, it should be held upright while the pin is pulled. The lever is then pressed while aiming at the base of the fire.

Fire Extinguisher Inspections

The district maintenance department will be responsible for checking for possible building code violations and making sure all fire extinguishers are checked yearly for the following:

- 1. Check gauge for full charge. Report discharge or overcharge reading immediately to control office.
- 2. Check seal for breakage.
- 3. Check hose for crack, leaks, tears, etc.
- 4. Check casing for leaks or breakage.

SECTION 8 FLOOD

When there is a flood at the school site

- Notify parents via radio and television.
- Notify bus drivers for an early/late dismissal.
- The custodian or site security team will shut off water to prevent contaminated water from entering the school supply.

- The custodian or site security team will shut off electricity to prevent electrical shock.
- If school is a designated emergency shelter and time permits, check all supplies and provisions prior to emergency operations.

After the danger is over

Beware of contaminated food, water, broken gas lines, and wet electrical equipment. Resume classes only after a qualified person has done a building assessment (see returning to building under earthquake.)

Minor Flooding

If the school experiences minor flooding (one or a few classrooms), the class(es) affected will evacuate to another part of the building (principal will decide where to go). Classes will continue. The principal will notify the superintendent and they will jointly decide what to do next.

SECTION 9 GAS ODOR

If odors are detected outside the building, it is not necessary to evacuate the building. Call the police and fire non-emergency number to report the smell (874-5115). Call the district office.

If the odor is detected inside a school building, convene the crisis management team and evacuate the building immediately.

- Call 9-1-1
- Arrange to have the students moved to an off-site evacuation location
- The incident command system member responsible for student accounting begins the process of tracking all students
- Make sure the critical incident response kits leaves the school with the students

1

SECTION 10 HOSTAGE SITUATION

Intruder or Hostage Situation

Organized or unorganized terrorists would usually find themselves in one or two places within the school building. Either they would penetrate into the administration office, or they would infiltrate a classroom. The administration and staff have only two "weapons" in which to combat the situation: time and specific procedures. The school staff should not attempt to disarm terrorists.

The procedures for the following situations are as follows:

Terrorist or Intruder Enters the Classroom

- 1. The teacher will try to make contact with the office via intercom phone.
- 2. If the teacher cannot get to the communication system, he/she should attempt to send a note out the door with a student. Do not take a chance if there is any doubt that the child will be seen exiting. If one is able to leave, he/she should crawl past any windows so as not to be seen.
- 3. Any teacher receiving the note from a student or other adult should immediately lock all doors, inform the office, and close the blinds.
- 4. If there is another teacher, adult, or student who can safely make a call, call the office at 338-6470 or the administrator at 338-6475. The office's number should be visibly posted near phone.
- 5. Immediately brief the students to sit down and be quiet if you are faced with an intruder.
- 6. Try to obey all commands of the terrorist/intruder.
- 7. The office personnel upon receiving a "help" signal will verbally announce call for a lock down over the intercom. Teachers will immediately lock all outside doors including workroom doors and close the blinds. Students should assume the duck and cover position under their desks.
- 8. Office will immediately dial 911.
- 9. No one will evacuate the building unless instructed to do so by the principal or uniformed police officer.
- 10. Remain in your room until an "all clear" signal is given.
- 11. Any student finding himself or herself en route to a classroom from the bathroom, office, library, or another classroom needs to go to the nearest classroom or building. If the door is locked, he/she is to knock and loudly announce one's self.

Terrorist or Intruder Enters the Office

- 1. If the administrators, secretary office assistants, or any other staff members are able to phone out of the school without bringing harm to themselves, they will call 911.
- 2. The principal or secretary will notify the superintendent if possible.
- 3. The school office personnel shall attempt to follow all commands of the terrorists.

Terrorist or Intruder Appears on Campus During Recess

- 1. The teacher on yard duty who first notices an armed individual (gun, knife, or other dangerous weapon) on campus will signal other adults on the playground with four short blasts on a whistle. An adult will send a student to the closest classroom door to enter and ask the teacher inside to inform the office immediately.
- 2. The office will announce the intruder alert. All students and teachers in classrooms will react accordingly by assuming the duck and cover position.
- 3. Students on the playground hearing four short whistle blasts or hearing the Duck and Cover signal will look for the nearest teacher and follow instructions. Students need to be aware that four short whistle blasts designate a problem. If the intruder has a weapon but is not firing, teachers should exit students as quickly as possible via one of the escape routes in that particular duty area.
- 4. Teachers will go in the opposite direction of the intruder.
- 5. If an intruder arrives on the playground and starts firing shots, students and teachers should drop to the ground.
- 6. Teachers will need to keep an eye on the intruder at all times to determine what to do next. This type of a situation is unpredictable and unfortunately cannot be covered with pre-determined procedures. The main concern is to get as many students as possible off the playground and into a safe building.

SECTION 11 HOSTILE VISITOR

Domestic or Civil Disturbance

It should be noted that the normal school routine serves to reduce the threat of civil disturbance within the school. The classroom unit keeps students in small groups where each student is more easily known and can be held responsible for his/her actions. Outsiders are generally recognized and the potential for problems can be reduced if the integrity of the individual classroom unit can be maintained.

To reduce the potential for problems, these steps are standard procedure:

- 1. All teachers are to be at their lines directly after the final recess bell.
- 2. Teachers are expected to attend assemblies and sit with their classes.
- 3. Teachers and administrators are available if the need for control should arise before and after school.
- 4. The administration is aware of substitutes in the building and teachers in adjoining classrooms are available to assist substitutes in controlling students if the need should arise. Each substitute is provided with lesson plans by the teacher who is absent, whether by direct communication, previously prepared plans, or emergency plans on file in the office.
- 5. Teachers are asked to report the presence of any outsider they see to the administration.

In addition to the above listed procedures, teachers and administrators should be keenly aware of the general morale of the students. An atmosphere in which students feel free to approach teachers and discuss problems is encouraged so that a close working relationship with all the different groups in the school is sought.

It is important to be aware of community problems, which could possibly set the stage for civil disturbance. The PTA and School Site Council organizations can be helpful in determining problems and offering assistance. A liaison with law enforcement agencies must also be maintained.

Procedure to Deal with Civil Disturbances

Violent Person:

Teachers are to be notified by intercom to close and lock classrooms until the situation is cleared by the administration and/or police. The "duck and cover" drill will be initiated. Students located in the halls shall be moved to the nearest classroom as quickly as possible. While contact is made with

law enforcement, one person (determined by the administration) may attempt to establish rapport with the person, otherwise do not confront this person; contact the office immediately. The office will call 911. Administrators will inform the Superintendent.

If it is a parent with a restraining order planning to take his/her child, allow him/her to do so if it appears that it may be dangerous to intervene. Get a description of the subject, license #, make and model of car and direction of travel. If there are any records on this person in the school office have them ready for law enforcement. See further information under the heading "Kidnapping/Attempted Kidnapping."

Mob:

If the persons involved are from outside the school, the same procedure as used with a violent person should be implemented. If students are involved, the administration will determine the need for police assistance. If advance warning is received, steps will be taken to try to prevent the incident. In the absence of law enforcement, the administration will do whatever it believes necessary to alleviate the problem. The administration will make a written report of the entire incident.

Unidentified Person(s) Taking Control:

If an unidentified voice gives orders over the intercom threatening or calling a general assembly or asking for individuals, teachers are to close and lock their classroom doors. If an unidentified person comes to the room, he/she is to be asked for office clearance. Pick up the phone and contact the office if the person refuses to leave.

SECTION 12 KIDNAPPING/ATTEMPTED KIDNAPPING

Definition: The physical capture or attempted physical capture of a student or staff member against their will.

- 1. Principal or designee will contact the Sacramento Sheriff (911).
- 2. Principal or designee will contact the Superintendent and report the situation.
- 3. Principal or designee will contact the Parent or Guardian of the kidnapping victim.
- 4. Principal or designee will inform the teachers of the situation and give further instructions regarding child safety.
- 5. Principal or designee will inform secretary on how to respond to phone calls regarding the incident.

SECTION 13 MEDICAL EMERGENCY

Our school shall be prepared to provide basic first aid while summoning necessary emergency assistance. A list of qualified persons who have had First Aid and CPR training should be maintained by the principal. This list must be updated and distributed to the staff annually.

An Emergency Card will be filed in the office for each student with emergency numbers to call in case of an accident, injury, or illness. Parents will always be notified as soon as possible of any reportable accident, injury, or illness.

Any reportable accident or injury incurred on school property or during a school activity off campus will be reported in writing to the office of the principal no later than 24 hours from the occurrence. Accident forms are kept in office filing cabinet.

The general emergency number 9-1-1 will be explained each year to all school personnel, and this number will be readily visible on all telephones.

A first aid kit shall be maintained in the office and rotated. A Red Cross first aid booklet is provided with each kit. First Aid procedures will follow the current American Red Cross First Aid manual.

Although some staff members are trained in basic first aid, and CPR procedures, they are not to be considered medical experts. The first aid kits are to be used only in cases of emergency.

First Aid Stations

A first aid station is always maintained in the nurse's office. In the event of a large scale emergency that requires an evacuation, a medical station will be set up by the Medical Team in between the upper M-rooms and the Child Development Center buildings. If evacuation is not necessary, the nurse's station and/or the multi-purpose room will be used.

<u>Rescue</u>

With a non-critical or less serious injury, move the victim to the nurse's office.

With a serious or critical injury, do the following:

- 1. Evaluate the situation. Unless the victim is in further danger, do not move him/her.
- 2. Be sure the victim is breathing.
- 3. Control serious breathing.
- 4. Send a runner to notify the office.
- 5. Treat for shock.
- 6. Keep comfortable and try to maintain normal body temperature.

1

With non-critical illness or injury, do the following:

- 1. Administer first aid.
- 2. Notify parents for their information and action. If parents cannot be contacted, notify other adults on the emergency card.
- 3. If no one can be contacted, lie the student down in the nurse's office or send the student back to class if the injury doesn't warrant the need to keep a close watch on the student.
- 4. Keep a record of time of injury, what first aid was administered and at what time.

With critical illness or injury, do the following:

- 1. Administer first aid to the extent possible.
- 2. Call 9-1-1 if the situation is life threatening, or if the child in need of immediate medical intervention.
- 3. Notify parents for their action and information.
- 4. Keep a record of time of injury, what first aid was administered and at what time.
- 5. Notify the superintendent's office.
- 6. Complete appropriate injury, illness, or insurance report promptly.
- 7. Keep a record of which students were sent to the hospital.

FIRST ALD INSTRUCTIONS								
Abdominal Pain	Eyes							
Artificial Respiration	Fainting							
Bleeding	Fracture							
Internal Bleeding	Frostbite							
Bone Injuries	Head Injury							
Breathing	Heart Attack							
Rescue Breathing	Nosebleeds							
Burns	Pandemic Flu Plan							
Choking (Heimlich Maneuver)	Poisoning							
Convulsions or Seizures	Puncture Wounds							
Diabetics	Seizure							
Dog Bites	Shock							
Ears	Sunstroke							
Electric Shock	Wounds							
Electric Shock	wounds							

FIRST AID INSTRUCTIONS

Abdominal Pain

Abdominal pain may be due to food poisoning, appendicitis, hernia, ulcer, gallstones, or kidney stones. The symptoms are so similar that medical assistance should be obtained if the pains continue for several hours.

Artificial Respiration

1. Steps for mouth to mouth artificial respiration:

- Clear airway
- Tilt head back (unless possible neck injury-use jaw thrust)
- Pinch nostrils
- Seal mouth and blow
- Watch for chest to rise
- Listen for air to escape from mouth
- Watch for chest to fall
- Repeat: 12-16 times per minute in adults 16-20 times per minute in children.
- 2. If victim's tongue obstructs airway:
 - Tilt the head
 - Jut the jaw forward
- 3. If facial injuries make it impossible to use mouth to mouth method then use the manual method.
 - Use mouth to nose if airtight seal impossible over victim's mouth.
 - Small child-cover both mouth and nose.
- 4. Continue Artificial Respiration until victim begins to breathe for him/herself or until help arrives.
- 5. Carbon Monoxide Poisoning or Asphyxiation (due to lacks of oxygen):
- 6. Check for breathing difficulties and give artificial respiration.

BLEEDING

- 1. Apply direct pressure on the wound.
- 2. Elevate the wounded area if an arm or leg is bleeding.
- 3. Apply pressure on the supplying artery of the arm or leg if steps 1 and 2 do not stop bleeding.
- 4. Only as a last resort (if they will die without this) apply a tourniquet to stop bleeding. Once applied a tourniquet must be loosened or removed only by a doctor.

*Internal bleeding – Treat for shock

BONE INJURIES

- 1. Dislocations: fingers, thumb, shoulder Keep the part quiet. Immobilize shoulder with arm sling.
- 2. Fractures:
 - Signs of a closed fracture:
 - 1. Swelling
 - 2. Tenderness to touch
 - 3. Deformity
 - 4. Discoloration
 - Treatment (closed fracture-no bleeding wound or broken skin)
 - 1. Keep broken bone ends from moving
 - 2. Keep adjacent joints from moving
 - 3. Treat for shock

- Treatment (open fracture-broken bone and broken skin)
 - 1. Do not move protruding bone end
 - 2. If bleeding, control bleeding by direct pressure on wound
 - 3. Treat the same as closed fracture after bleeding is controlled.
- 3. Sprains (injury to soft tissue around a joint)
 - Always immobilize
 - Elevate joint
 - Apply cold packs during first half hour
 - Treat the same as close fractures
 - X-ray may be necessary

Breathing-Unconscious Person

Breathing is the most critical thing we must do to stay alive. A primary cause of death is lack of air!

Be careful approaching an unconscious person. He or she may be in contact with electrical current. If this is the case, turn off the electricity before you touch the victim.

There are hundreds of possible causes of unconsciousness; the first thing you must check for is breathing.

- 1. Try to awaken the person by firmly tapping him or her on the shoulder and shouting, "Are you all right?"
- 2. If there is no response, check for signs of breathing.
 - a. Be sure the victim is lying flat in the back. If you have to roll the victim over, move the entire body at one time.
 - b. Loosen tight clothing around neck and chest.
- 3. Open the airway:
 - a. If there are no signs of head or neck injuries, tilt the head back and lift the chin to move the tongue away from the back of the throat.
 - b. Place your ear close to the victim's mouth; listen and feel for breathing.
 - c. If you can't see, hear, or feel any signs of breathing, you must begin breathing for the victim.
 - d. Begin rescue breathing immediately. Have someone else summon professional help.

Rescue Breathing:

- 1. Giving mouth-to-mouth rescue breathing to an adult.
 - a. Put your hand on the victim's forehead, pinching the nose shut with your fingers. Your other hand is lifting the victim's chin to maintain an open airway.
 - b. Place your mouth over the victim's, making a tight seal.
 - c. Breathe slowly and gently in to the victim until you see the chest rise. Give 2 breaths, each lasting about 1 ½ seconds. Pause

between breaths to let the airflow out. Watch the victim's hest rise each time you give a breath to make sure air is going in.

- d. Check for a pulse after giving these 2 initial, slow breaths. If you feel a pulse but the victim is still not breathing, give one breath about every 5 seconds. After 10 to 12 breaths, re-check pulse to make sure the heart is still beating.
- e. Repeat the cycle every 5 seconds, 10-12 breaths per minute, rechecking the pulse after each cycle. Continue rescue breathing until one of the following happens:
 - i. The victim begins to breathe without your help
 - ii. The victim has no pulse (Begin CPR).
 - iii. Another trained rescuer takes over for you.
 - iv. You are too tired to go on.
- 2. Giving mouth-to-mouth rescue breathing to infants and small children.
 - a. A small child's head should be tilted back gently to avoid injury. With head titled back, pinch the nose shut. Lift the chin and check for breathing as you would for an adult. Give 2 slow breaths until the chest rises.
 - b. Check for a pulse.
 - c. Give 1 slow breath about every 3 seconds. Do this for approximately 1 minute, or 20 breaths.
 - d. Recheck the pulse and for breathing.
 - e. Call 911 if you have not already done so. Continue rescue breathing as long as a pulse is present and the child is not breathing.
 - f. Continue rescue breathing until one of the following occurs:
 - i. The child begins to breathe on his/her own.
 - i. The child has no pulse (begin CPR).
 - ii. Another trained rescuer takes over for you.
 - iii. You are too tired to go on.

<u>Burns</u>

- 1. Degrees
 - Skin red (1st degree)
 - Blisters develop (2nd degree) Never break open blisters
 - Deep tissue damage (3rd degree)
- 2. First Aid for thermal burns-1st and 2nd degree burns to exclude air:
 - Submerge in cold water
 - Apply a cold pack
 - Cover with a thick dressing or plastic (Do not use plastic on face)
 - After using cold water or ice pack, cover burned area with a thick, dry, sterile dressing and bandage firmly to exclude air.
- 3. First Aid for 3rd degree burns
 - Apply a thick, dry sterile dressing and bandage to keep out air.
 - If large area, wrap with a clean sheet or towel

- Keep burned hands and feet elevated and get medical help immediately.
- Treat the same as shock victim, giving fluids as indicated; warmth necessary
- 4. First Aid for chemical burns
 - Wash chemical away with water
- 5. Acid burn to the eye (also alkali burns)
 - Wash eye thoroughly with a solution of baking soda (1 teaspoon per 8-ounce glass of water) or plain water for 5 minutes.
 - If victim is lying down, turn head to side. Hold the lid open and pour from inner corner outward. Make sure chemical isn't washed out onto the skin.
 - Have victim close the eye, place eye pad over lid, bandage and get medical help.

Choking (Heimlich Maneuver)

If the air passage is blocked by food or other foreign material, remove it with your finger if possible. Be careful not to force it deeper into the throat. If the person is coughing, he is getting some air. But if the passage is completely blocked, he can't breathe or speak, immediately do the following:

- Stand behind a slumped-over victim; wrap your arms around his waist below the diaphragm.
- Grasp your wrist with your other hand.
- Place your fist against the victim's abdomen, slightly above the navel and below the rib cage.
- Press your fist strongly and quickly in and slightly up into his abdomen.

If the victim is on his back:

- Kneel, facing him, astride his hips.
- With one of your hands on top of the other, place the heel of the bottom hand on the victim's abdomen slightly above the navel and below the rib cage.
- Press the heel of your hand forcefully into the abdomen with a quick, upward thrust. If necessary, repeat several times.

Convulsions or Seizures

- 1. Symptoms
 - Jerking movements
 - Muscular rigidity
 - Blue about the lips
 - May drool
 - High fever

These seizures are seldom dangerous, but they are frightening.

- 2. Causes
 - Head injuries

- Severe infections
- Epilepsy
- 3. Treatment
 - Prevent patient from hurting himself
 - Loosen tight clothing
 - Do not restrain
 - If breathing stops, apply mouth to mouth resuscitation
 - Do not give liquids nor put patient in warm water
 - When the seizure is over, treat as for shock keeping patient warm

Prompt medical help is needed if the patient does not have a history of convulsive disorders.

Diabetics

Diabetics may lose consciousness when they have too little or too much insulin. Unless you are thoroughly familiar with his treatment, it is better to seek medical help rather that to attempt first aid. These people often wear some type of medical identification.

Dog, or other Animal, Bites

- It is extremely important that the dog/animal be identified if the person bitten is to avoid rabies shots. Secure the animal, if possible without danger to yourself with a leash, rope or in an enclosed area. If the animal cannot be contained, attempt to remember as much as possible about the animal's description so that animal control can make a thorough search of the area.
- 2. Attend to the wound by washing the area with water and soap for five minutes and bandage if possible. Inform parents and refer to the family physician.
- 3. Notify animal control enter. Give description of the animal and name and address of the victim.
- 4. Complete the Report of Student Accident Form.
- 5. Notify school nurse so that information can be recorded in the pupil's health folder.

<u>Ears</u>

Foreign objects usually require medical assistance. Insects may be removed by using warm mineral or olive oil. When the head is tilted, the insect and oil usually drain out.

Electric Shock

- 1. Do not touch the victim if he is still in contact with the electricity.
- 2. Turn off the main switch or pull plug.
- 3. Be aware of the possibility of breathing emergency.

<u>Eyes</u>

Contact a physician immediately if the foreign substance is metallic or abrasive. Particles can often be washed out with water or removed with the corner of a clean handkerchief.

Fainting

- 1. Fainting is due to a temporary decrease of blood and oxygen to the brain. It may be preceded by paleness, sweating, dizziness, and disturbance of vision and nausea.
- 2. Place the victim in a reclining position and treat as for shock. If a victim feels faint, have him sit and place his head between the knees.

Fracture

Bone Fracture (unless in imminent danger, do not move the individual)

Closed Fracture: The signs of a closed fracture are swelling, tenderness, deformity, and discoloration. When there is a fracture (or suspected fracture):

- 1. Keep the injured person calm
- 2. Do not permit the victim to walk about.
- 3. Notify parent.
- 4. Splint fractures to prevent further injury if the victim must be transported by someone other than emergency medical personnel.
- 5. Call for emergency help for leg, back, neck, or hip injuries, or if parent is unable to take child for medical care.

Compound Fracture: Your objectives are to prevent shock, further injury, or infection in compound fractures (where skin has been broken).

- 1. Keep the injured person calm and cover him only enough to keep him from losing body heat.
- 2. Do not try to push the broken bone back in to place if it is sticking out of the skin.
- 3. Do not try to straighten out a fracture or put it back in to place.
- 4. Do not permit the victim to walk about.
- 5. Notify Parent.
- 6. Splint fractures to prevent further injury if the victim must be transported by someone other than emergency medical personnel.
- 7. Call for emergency help for legs, back, neck, severe bleeding, hip injuries, or if parent is unable to take the child for medical care.

<u>Frostbite</u>

1. The frostbitten area will be slightly reddened with a tingling sensation pain. The skin becomes grayish-yellow, glossy and feels numb. Blisters eventually appear.

2. Re-warm the area by quickly submerging it in warm water (start with 98 degrees and gradually warm to 102-103 degrees.) Don't rub the area nor break the blisters.

Head Injury

- 1. Symptoms
 - May or may not be unconscious
 - Unconsciousness may be delayed one-half hour or more
 - Bleeding from mouth, nose or ear
 - Paralysis of one or more of extremities
 - Difference in size of pupils of the eyes
- 2. First Aid of Head Injuries:
 - No stimulants or fluids
 - Don't raise his feet; keep the victim FLAT
 - Observe carefully for stopped breathing or blocked airway
 - Get medical help immediately
 - When transported, gently lay flat
 - Position head to side so secretions may drool from corner of mouth
 - Loosen clothing at neck

Heart Attack

A heart attack may be identified by severe chest pains, shortness of breath, paleness and perspiration, indicating shock. Extreme exhaustion may also accompany the attack. The patient may breathe easier if he is propped up. Mouth-to-mouth resuscitation may be needed. Medical help with oxygen may be required.

<u>Nosebleeds</u>

Nosebleeds can be controlled by grasping the nose firmly between the fingers and holding it for 5-10 minutes. Ice packs will also help control bleeding. Nosebleeds are usually minor, but if bleeding can't be controlled. Medical help is needed. Maintain pressure on nose until a doctor is present.

<u>Pandemic Flu Plan</u>

Seasonal Flu:

- Caused by influenza viruses that are closely related to viruses that have previously circulated; most people will have some immunity to it.
- Symptoms include fever, cough, runny nose and muscle pain.
- Complications such as pneumonia are most common in the very young and very old and may result in death.
- Vaccine is produced each season to protect people from the three influenza strains predicted to be most likely to cause illness.

Mild to Moderate Pandemic:

• Caused by new influenza virus that has not previously circulated and can be easily spread.

- It is likely most people will have no immunity to the new virus; it will likely cause illness in high numbers of people and more severe illness and deaths than seasonal influenza.
- Symptoms are similar to seasonal flu, but may be more severe and have more serious complications.
- Healthy adults may be at increased risk for serious complications.

Severe Pandemic:

- A severe strain causes more severe illness, results in a greater loss of life and has a greater impact on society.
- Workplace absenteeism could reach up to 40% due to people being ill themselves or caring for family members.

Measures to limit the spread of flu:

- Promote hand-washing/use of antibacterial wipes, cough hygiene via modeling by school staff.
- Cover nose and mouth with a tissue or upper arm if a tissue is not available
- Dispose of used tissue in a waste basket and wash hands after coughing, sneezing or blowing nose.
- Use warm water or and soap or alcohol-based sanitizers to clean hands.
- Wash hands before eating or touching eyes, nose or mouth.

Encourage vaccination of staff and students for whom the flu vaccine is recommended.

Persons developing symptoms at school should be sent home as soon as possible and instructed not to return until well.

Social distancing:

In a pandemic, the risk of getting the flu is greatest when one has close contact with an infected person. Social distancing measures may include standing three feet apart when communicating, canceling outdoor recess, and monitoring hand washing after bathroom use and after sneezing/coughing/blowing nose. Wiping phones with antibacterial wipes after each use. Limit use of headphones, keyboards and any other shared items in the classroom – wipe with antibacterial wipes after each use. Use a bacterial spray (such as Lysol) in the classroom twice daily Open windows if weather permits while room is occupied or while students leave the room for lunch. Possible school closure for a short amount of time early in the course of a community outbreak.

Consult www.pandemicflu.gov for new and updated information

Poisoning

1. In all oral poisoning, give liquids to dilute the poison.

2. Procedures for handling specific oral poisoning cases should be reviewed by teachers of classes in areas where poisoning may take place.

Puncture Wounds (knife and gunshot)

A puncture wound may be caused by a pointed object such as a nail, piece of glass, or knife that pierces the skin. Gunshot wounds are also considered to be puncture wounds. Generally, puncture wounds do not bleed a lot and are therefore susceptible to infection; severe bleeding can result if the penetrating object damages internal organs or major blood vessels.

If an object is impaled in a wound, DO NOT REOMVE IT.

- Place several dressings around the object to keep it from moving.
- Bandage the dressings in place around the wound.
- Call 911 and contact parents.

A puncture wound to the chest can range from minor to life threatening. A sucking chest wound is one in which the rib cage has been penetrated and you can hear a sucking sound every time the victim takes a breath.

- Without proper care, the victim's condition will quickly worsen.
- Cover the wound with a dressing that does not allow air to pass through it.
- A plastic bag, latex glove, or plastic wrap taped over the wound will help keep air circulating through the lungs.
- Give additional care as needed. Watch for shock.
- Call 911 and contact parents.

<u>Seizure</u>

This can be an alarming sight; a person who's limbs jerk violently, whose eyes may roll upward, whose breath may become heavy with dribbling or even frothing at the mouth,. Breathing may stop in some seizures, or the victim may bite his or her tongue so severely that it blocks the airway. Do not attempt to force anything in to the victim's mouth. You may cause injury to the victim or yourself.

- 1. During a seizure:
 - a. There is little you can do to stop a seizure.
 - b. Call for help.
 - c. Let the seizure run its course.
 - d. Help the victim to lie down and keep from falling to avoid injury.
 - e. Do not use force.
 - f. Loosen restrictive clothing.
 - g. Do not try to restrain a seizure victim.
 - h. Cushion the victim's head using folded clothing or a small pillow.

- i. If a seizure lasts 10 minutes in a known epileptic, or 5 minutes in a person with no seizure history, call 911.
- 2. After a seizure:
 - a. Check to see if the victim is breathing. If not, immediately begin rescue breathing.
 - b. Check to see if the victim is wearing a MEDIC ALERT or similar bracelet. It describes emergency medical requirements.
 - c. Check to see if the victim has any burns around the mouth. This would indicate poison.
- 3. The victim of a seizure may be conscious but confused and not talking when the intense movement stops. Stay with the victim and be certain that breathing continues. When the victim is able to move, get medical attention.

After the seizure is over, the pupil can be taken to the office to lie down until the dazed phase is over and parents are notified. The student should be attended to continuously until fully recovered.

Very rarely a condition called "status epilepticus" occurs in which one seizure follows another for a long period of time. This is a medical emergency, call 911.

<u>Shock</u>

- 1. Shock is likely to develop in any serious injury or illness. Shock may be serious enough to cause death even though the injury itself may not be fatal. Four important symptoms of shock are:
 - Pale, cold, moist skin
 - Weak and/or rapid pulse
 - Rapid Breathing
 - Altered Consciousness
- 2. The symptoms of shock may appear immediately or may be delayed for an hour or more. Give shock care to all seriously injured persons:
 - Have the victim lie down
 - Control any external bleeding
 - Help the victim maintain body temperature, cover to avoid chilling
 - Reassure the victim
 - Elevate legs about 12 inches unless you suspect head, neck, or back injuries or broken bones involving hips or legs.
 - Do not provide anything to eat or drink.
 - Call 911
 - Call parents

Sunstroke

- A person with sunstroke will have nausea, weakness, headache, cramps, pounding pulse, high blood pressure and high temperatures (up to 106 degrees.) The armpits are dry; skin flushed initially but later turns ashen or purplish. Delirium or coma is common.
- 2. Medical help is crucial. While waiting for medical aid, reduce temperature with a cold bath, sponging with alcohol or water, until the temperature is down. Hospitalization should be immediate.

<u>Wounds</u>

An abrasion is a wound caused by scraping off the outer layer of skin. An abrasion is usually superficial with little bleeding but infection can occur unless the wound is cleaned with soap and water. Wash away from the wound.

An incision is a cut caused by a sharp object such as a knife, razor blade, or piece of glass. Bleeding is a serious problem. Medical help is often necessary in case the wound must be sewn.

A laceration is a tear or jagged, irregular wound caused by a hard object such as a rock, machine tool, bicycle or automobile. Animal bites are also lacerations. Surrounding tissue is damaged and bleeding may be profuse. A minor laceration can be cleaned with soap and water, but if the bleeding is severe, a pressure dressing may be needed. If the laceration is caused by an animal, medical help is required for testing and treatment of the animal.

A puncture wound is caused by deep penetration of a sharp object such as a pencil, nail, ice pick, bullet, spear or arrow. There may be little surface bleeding, but severe internal bleeding can result. A puncture would is difficult to cleanse and may require a tetanus shot to guard against infection.

SECTION 14 MISSING STUDENT

Maintaining strict visitor control procedures and enforcing the requirement for employees to wear identification badges will help control unwanted and dangerous access to the school. Penal Code section 626 will help control access by outsiders to the school.

Access into Building

- All doors are to be locked during the school day, with the exception of the main entrance.
- Signs must be posted on all doors directing visitors to report to the main office.

Student Accountability

• Elementary and middle school students shall not be left alone unsupervised anywhere in the building or on school grounds during the school day.

Photo Identification Badges

- All personnel who work in or regularly visit schools in the course of business are required to wear an assigned identification badge. This regulation includes, full and part-time staff, food services personnel, and bus drivers/attendants.
- Badges must be worn in a manner that makes them readily visible.

Visitor Badges and Log

- Schools must issue numbered visitor badges that include the name of the school and the current school year.
- School staff must be aware of visitor badge procedures and their responsibility in reporting violations.

In a missing child incident, assign a member of the Incident Command Team to organize a search of the school. Call 911. Record the name and contact number for person reporting the child missing. If case involves abduction, begin gathering witness information for the sheriff. Confirm child attended school that day. Assign staff member to begin checking last known location of the child.

- 1. Begin gathering information on the child, including:
 - Description including, height, weight, skin color, eye color, clothing, backpack, etc.
 - Obtain photo, if available.
 - Home address, phone number, parents' contact number.
 - Class schedule, special activities.
 - Bus or walking route information.
- 2. Contact custodial parents.
- 3. Convene crisis management team.

- 4. Begin recording events.
- 5. If incident is happening during the school day, consider holding the bells until the matter is either resolved or school has been completely searched for the student.
- 6. Notify the Center Unified District Office.
- 7. Obtain information on possible witnesses, friends, and last person to see student.
- 8. If incident occurred while student was on the way home, contact bus driver, safety patrol, crossing guard.
- 9. Double check circumstances. Could child have ridden the wrong bus or walked home? Did someone pick-up the child? Is the child at another activity?
- 10. Assist the sheriff's department with investigation.
- 11. Arrange for counseling of students as needed.

At any point during these steps, if the child is found, inform everyone who has been notified of the incident that the child is no longer missing.

SECTION 15 PUBLIC DEMONSTRATION

Most groups will give advance warning of a planned protest. When the warning comes:

- Identify a spokesperson for the group.
- Obtain information on when, why, how many.
- Contact the Center Unified District Office. The District Office should contact the sheriff and advise them of the situation.
- Notify faculty of the planned demonstration.
- Develop an information letter to parents.
- Continually work with the Office of Community Relations on any statements or contact with the demonstrating group.
- If demonstration occurs, curtail class changes to limit confusion.
- Do not allow students to be interviewed by media or join in demonstration.
- Assign CMT members to act as liaison with police, media, and possibly, the demonstrating group.
- Direct one staff member to handle all incoming calls.
- Prepare to establish areas where demonstrators can set up without affecting the operation of the school.
- Notify transportation of demonstration and any possible impact buses may encounter arriving to or departing from the school.

SECTION 16 SEVERE WEATHER

If severe weather conditions develop or occur during the night or at a time when school is not in session, a decision on closing the school will be made before 7:00 a.m. If a decision is made to close school, news media will be notified and asked to announce the closure prior to 9:00 a.m. The emergency phone tree will be used to notify staff members.

If severe weather conditions develop while school is in session, the Emergency Coordinator will monitor the latest developments via radio and keep in contact with the principal. The principal will keep in contact with the superintendent's office.

If it is decided to close school, the following action will be taken:

- 1. The superintendent will notify radio stations and ask that a closure announcement be made which would specify the time students are to be released.
- 2. The principal will announce the closure to the faculty and students.
- 3. Staff members will be used to expeditiously evacuate the building.
- 4. Procedures outlined in the "Early Dismissal" plan will be followed.

SECTION 17 SHOOTING/STABBING

Assess the situation

- Is the suspect in the school?
- Has weapon been found and/or secured?
- Has suspect been identified?

In most cases, initiate lockdown procedures, to isolate students from danger or send students to a secure area.

Provide information in announcement about incident and outline expectations of the teachers and staff.

Disable the bell system, if possible.

Once situation has been assessed:

- Provide first aid to the injured.
- Call 911 requesting police and medical aid to injured parties.
- Notify the Center Unified District Office.
- Provide full information about what has occurred and what is known at this time.
 - If the suspect is still in the school, attempt to identify his or her location and begin planning for evacuation once police arrive.
 - If suspect has left, secure all exterior doors to prevent re-entry.
- Explain what steps the school has taken (lockdown).
- Identify command post for police to respond.
- Isolate and separate any witnesses. Instruct witnesses to write statement of events while awaiting police.
- Gather crisis management team in command post.
- Initiate the Incident Command System.
- Gather information and emergency cards on anyone involved in the incident.
- Organize evacuation to an off-site location if necessary, or prepare to continue with classes. Keep crime scene secure.
- Prepare written statements for telephone callers and media in cooperation with the SHERIFF and the District Office.
- Prepare letter for students to take home in cooperation with SHERIFF and the Office of Community Relations.
- Arrange for crisis counseling immediately and during subsequent days.
- Provide liaison for family members of any injured students.
- Continue to provide informational updates to students, family, and faculty during next few days to squelch rumors.

PART 3 SITE ACTION PLAN

SECTION 1 DISTRICT AND SITE MISSION STATEMENTS

Center Unified School District Mission Statement

Students will realize their dreams by developing communication skills, reasoning, integrity, and motivation through academic excellence, a well rounded education, and being active citizens of our diverse community.

Dudley Elementary Mission Statement

Dudley's goal is to ensure that every student leaving Dudley will be a critical thinker, a creative problem solver, and able to work effectively with others.

Each member of the Dudley community:

- Believes that every child and adult deserves to learn in a safe environment.
- Respects each person's dignity, and encourages learning and participation in the school community.
- Creates a school environment that enables all community members to learn.
- Is accountable, responsible, and performance driven, regardless of age.
- Makes effective decisions to enhance learning and strengthen communication.

SECTION 2 DESCRIPTION OF PHYSICAL ENVIRONMENT

The Schools' Location and Physical Environment

Dudley Elementary School is located in the Antelope area of Sacramento County that has an average crime rate and average poverty level. The immediate area around the school includes single family dwellings, apartments, and parks. There are no significant safety hazards in the immediate vicinity of the school.

Description of School Ground

Dudley Elementary School was built in the 1950's and has since received upgrades and portable classrooms. The buildings have numerous corridors which surround both a California History Center and a Nature Center. The playground is grass, concrete and asphalt and includes basketball and four square courts, a play structure, baseball diamonds and soccer goals. The gates that separate the school from the main thoroughfare are kept locked during school hours. There are several wings and clusters of classrooms including both permanent and re-locatable classrooms. Other ancillary structures include: office, cafeteria, restrooms, library, teacher work room, storage sheds and a day care facility.

During the school day, staff members and administrators shall provide campus supervision. Identified problem areas receive increased supervision to reduce discipline, crime, or other school safety concerns.

It shall be the practice of Dudley Elementary to remove all graffiti from school property before pupils arrive to begin their school day. Other acts of vandalism are promptly addressed.

Maintenance of School Buildings/Classrooms

In 2008, the school received modernization funds. Improvements included: bringing the campus up to current ADA specifications, fire/life/safety upgrades, and painting. District personnel periodically examine the school's physical facility and help eliminate obstacles to school safety. Additionally, health and fire department inspectors contribute to school safety.

The classrooms are monitored for safety and appearance by the administration and individual classroom teachers. The pupils take pride in the appearance of the school.

Internal Security Procedures

Dudley Elementary has established procedures in the following areas: California Safe School Assessment (CSSA) reporting procedures, suspension and expulsion procedures, and an inventory system.

Keeping reportable crimes at a minimum requires constant vigilance. The following strategies will be utilized in achieving this goal: provide effective

school supervision, and identify and provide preventative programs and activities such as the WE TIP Hotline and security cameras.

Dudley Elementary maintains a copy of the district's sexual harassment policy in the main office/principal's office and the policy is available on request. The District's Sexual Harassment Policy contains dissemination plans, applicable definitions, reporting requirements, investigation procedures, enforcement regulations, and information related to suspension and/or expulsion for sexual harassment of or by pupils.

Included in this Safe School Plan is a school map established by the School Site Council indicating safe entrance and exit areas for pupils, parents and school employees

To ensure the safety of pupils and staff, all visitors to the campus, except pupils of the school and staff members, shall register immediately upon entering any school building or grounds when school is in session

Discipline procedures shall focus on finding the cause of problems and working with all concerned to reach the proper, lawful solutions. The school's discipline plan begins at the classroom level. Teachers shall use a visible classroom management plan to communicate classroom rules, promote positive pupil conduct, and reduce unacceptable conduct. Appropriate consequences are administered based on the seriousness of the pupil's misbehavior.

Pupil conduct standards and consequences for Dudley Elementary School are specifically described in this Comprehensive Schools Safety Plan including: (a) the adopted school discipline rules and procedures, (b) District Disciplinary Guidelines, and (c) the adopted school-wide dress code.

Pupils may be suspended, transferred to another school, or recommended for expulsion for certain acts. For specific student violations, a mandatory expulsion recommendation shall be submitted by the administration.

Site administrators contribute to a positive school climate, promote positive pupil behavior, and help reduce inappropriate conduct. The principal/designee uses available district and other appropriate records to inform teachers of each pupil identified under E.C. 49079.

Law enforcement is contacted and consulted to help maintain and to promote a safe and orderly school environment. Dudley Elementary employees comply with all legal mandates, regulations, and reporting requirements for all instances of suspected child abuse.

Additional internal security procedures affecting the integrity of the school facility include: school wide intercom system and 2-way radios.

Community involvement is encouraged to help increase school safety.

Inventory System – Engraved ID, Security Storage

Most school-site equipment has a metal ID tag or a bar code sticker adhered to its surface. These items are inventoried annually and there is an established accountability system. Office and classroom supplies are secured.

SECTION 3 PHYSICAL ENVIRONMENT GOALS

The Physical Environment

An action plan for places reflecting the school's physical environment including crisis response procedures and policies relating to student safety The following objectives were developed as the result of feedback from students, staff and parents on our Safe School Survey.

<u>Objective #1:</u> The physical environment of Dudley Elementary will be free of hazards.

Related Activities:

• At the end of the 2010/2011 school year and at the start of the 2011/2012 school year, the staff will do a walk through to inspect the grounds and generate work orders to ensure a safe physical environment

<u>Objective #2:</u> 100% of staff will understand the Safety Plan procedures and their role in the Incident Command System.

Related Activities:

- The parent reunification process will be included in upcoming drills
- Students will be given injuries to act out so staff will have the opportunity to practice triage methods
- Staff training will occur during staff meetings
- The entire school population will participate in practice drills at least once monthly

<u>Objective #3:</u> Dismissal procedures will be taught and reinforced to improve student safety.

Related Activities:

- At Back to School Night, dismissal procedures will be reviewed with all families
- Information will be continually dispersed through fliers, newsletters and the weekly automated calls
- At the start of the year, teachers will walk through the dismissal routine with their class
- Picking up students from their classroom will be considered
- The "Dragon Day Actors" will role play dismissal concerns such as being approached by a stranger, off-limit areas and appropriate dismissal routes, and dismissal behavior expectations

SECTION 4 DESCRIPTION OF SCHOOL CLIMATE

The School's Social Environment

Leadership at Dudley Elementary is a shared process. A proactive role is assumed in all phases of the school operation. The current management team is committed to developing Dudley Elementary toward excellence in the areas of academic and social behavior.

The principal sets a positive tone for the school, guides the staff and works closely with them on curriculum and school safety issues. The school site's organizational structure is open and flexible contributing to sensitivity concerning school safety issues and promoting a safe, orderly school environment conducive to learning.

Disaster Procedures, Routine and Emergency

A contingency plan for emergencies is contained in a handbook available to each staff member. The plan is reviewed throughout the school year. This plan also contains available district and outside agency resources, emergency disaster procedures and information on Standardized Emergency Management System (SEMS).

Classroom Organization and Structure

Dudley Elementary teachers provide a varied learning environment in their classrooms. Teachers use a variety of teaching strategies.

The teachers at Dudley Elementary are highly qualified, with many teachers holding advanced degrees. The staff is united in their desire to provide quality education for all pupils. Classrooms and teachers provide safe, orderly learning environments, enhance the experience of learning, and promote positive interactions amongst pupil and staff. Instructional time is maximized and disruptions are minimized.

The School's Cultural Environment

There is a high level of cohesiveness among the staff members at Dudley. Cooperation and support between teachers and the administration is evident. Efforts are made by the administration and staff to show concern for all pupils.

All pupils are expected to behave in a manner that promotes safety and order. Pupils are encouraged to bring problems to the principal, counselor, teacher or other staff members. The everyday goal is for the staff to be proactive rather than reactive in all situations of concern.

The academic and behavior efforts of pupils are recognized and rewarded.

SECTION 5 SCHOOL CLIMATE GOALS

The School Climate

An action plan for people and programs reflecting the school's social environment

Objective #1: As indicated on the Safety Survey, 80% of students will feel safe and secure at school "all of the time" or "most of the time" as a result of staff cohesively communicating clear and consistent school rules and expectations and reinforcing safe practices, and as a result of students making positive behavior choices.

Related Activities:

- The "Dragon Day Actors" will role play situations involving school rules and empathy towards others
- Parents will be directed to the Student Handbook in the weekly automated message and school newsletter
- Students will participate in creating class rules and will sign the poster
- School rules will be posted around the school
- Weekly staff meetings will include time to discuss the implementation of rules and procedures
- Behavior Support Plans will be created for students with chronic behavior concerns
- At each Dragon Day, the students will sing the "PEACE Signs" song to keep them aware of the importance of controlling their emotions and behavior as wells as making a positive impact at school and in the community; staff will use the common language "increase the peace," "stop-think-act," and "make a positive impact."
- Center and Dudley staff will apply for a grant to bring an anti-violence / anti-bullying program to Dudley – "Learn to Play, Play to Learn"
- The staff will work towards creating a culture where all students are the responsibility of all staff members

<u>Objective #2:</u> As a staff, we will increase acknowledgement of positive student behavior so that 80% of responses on the Student Safety Survey indicate agreement that our students are acknowledged regularly in a positive way.

Related Activities:

- Students will be highlighted in the school newsletter by being the subject of articles and by writing articles
- Each teacher will make one positive call home about a student each week
- "Caught Ya" certificates will be handed out to acknowledge outstanding behavior

- Individual students or small groups of students will be acknowledged at Dragon Day assemblies: MegaSkill winners, Student of the Month winners, students with perfect attendance, students who qualify for honor roll or principal's list, specific achievements such as perfect score on CSTs, etc.
- Behavior Support Plans will be created to ensure students will chronic behavior concerns are acknowledged when they meet their behavior goal
- Fourth and fifth grade students will "satisfactory" or "outstanding" citizenship grades will have the opportunity to apply for Dudley's VIP Program

SECTION 6 SIGNATURE SHEET

Dudley Elementary School's Safe School Plan was developed in accordance with SB 187 and Safe Schools A Planning Guide for Action, published by the Department of Education. Student, parent and teacher surveys were taken into account to determine areas of greatest need. The document includes the school's personal, physical, social and cultural environment, which serves as an effective prevention plan based on parent and student surveys. Also taken into consideration are temporary restraining orders, schoolgenerated child abuse reports, custody orders prohibiting parents from contact with a child at school, harassment complaints filed by students and staff, suspension logs and accident reports. Additionally, the District's discrimination and harassment policy, hate crime reporting procedures and the Uniform Complaint Policy is included.

A detailed crisis response plan based on the California Standardized emergency Management System (SEMS) is included. This model was designed to centralize, organize, and coordinate emergency response among district organizations and public agencies. Specific first aid treatment is categorized in alphabetical order.

The following committee members revised and approved this comprehensive school plan:

Member	Title	Signature							
	Principal								
	1st grade teacher								
	4 th grade teacher								
<u> </u>	Counselor								
	Library Technician								
<u> </u>	SSC Parent								

. .



California

Appendix A

CHILD ABUSE & NEGLECT Reporting Law

Condensed Version



Crime and Violence Prevention Center California Attorney General's Office



California Child Abuse and Neglect Reporting Law

The first child abuse reporting law in California was enacted in 1963. That early law mandated only physicians to report physical abuse.

Over the years, numerous amendments have expanded the definition of reportable child abuse and the persons required to report it.

It is important for mandated reporters to keep updated on periodic amendments to the law. Your local Child Abuse Prevention Council or county welfare department has current reporting law information. Also visit www.leginfo.ca.gov for updated information on the law and any other code section referenced in this material.

The California Child Abuse and Neglect Reporting Law is currently found in **Penal Code (P.C.) Sections 11164 - 11174.3**. The following is only a partial description of the law. Mandated reporters should become familiar with the detailed requirements as they are set forth in the Penal Code.

Who Are Mandated Reporters?

P.C. 11165.7 defines "mandated reporters" as any of the following:

- 1) A teacher.
- 2) An instructional aide.
- 3) A teacher's aide or a teacher's assistant employed by any public or private school.
- 4) A classified employee of any public school.
- 5) An administrative officer or supervisor of child welfare and attendance, or a certificated pupil personnel employee of any public or private school.

- 6) An administrator of a public or private day camp.
- 7) An administrator or employee of a public or private youth center, youth recreation program, or youth organization.
- 8) An administrator or employee of a public or private organization whose duties require direct contact and supervision of children.
- Any employee of a county office of education or the California Department of Education, whose duties bring the employee into contact with children on a regular basis.
- 10) A licensee, an administrator, or an employee of a licensed community care or child day care facility.
- 11) A Head Start program teacher.
- 12) A licensing worker or licensing evaluator employed by a licencing agency as defined in P.C. 11165.11.
- 13) A public assistance worker.
- 14) An employee of a child care institution including, but not limited to, foster parents, group home personnel, and personnel of residential care facilities.
- 15) A social worker, probation officer, or parole officer.
- 16) An employee of a school district police or security department.
- 17) Any person who is an administrator or presenter of, or a counselor in, a child abuse prevention program in any public or private school.
- A district attorney investigator, inspector, or local child support agency caseworker unless the investigator, inspector, or

caseworker is working with an attorney appointed pursuant to Section 317 of the Welfare and Institutions Code to represent a minor.

- 19) A peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code, who is not otherwise described in P.C. 11165.7.
- 20) A firefighter, except for volunteer firefighters.
- 21) A physician, surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, optometrist, marriage, family and child counselor, clinical social worker, or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code.
- 22) Any emergency medical technician I or II, paramedic, or other person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code.
- 23) A psychological assistant registered pursuant to Section 2913 of the Business and Professions Code.
- 24) A marriage, family and child therapist trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code.
- 25) An unlicensed marriage, family, and child therapist intern registered under Section 4980.44 of the Business and Professions Code.
- A state or county public health employee who treats a minor for venereal disease or any other condition.
- 27) A coroner.
- 28) A medical examiner, or any other person who performs autopsies.
- 29) A commercial film and photographic print processor, as specified in subdivision (e) of P.C. 11166. For purposes of the California Child Abuse Reporting Law, "commercial film and photographic print processor" means any person who develops exposed photographic film into negatives, slides, or prints, or who makes prints from nega-

tives or slides, for compensation. The term includes any employee of such a person; it does not include a person who develops film or makes prints for a public agency.

- 30) A child visitation monitor. For purposes of the California Child Abuse Reporting Law, "child visitation monitor" means any person who, for financial compensation, acts as monitor of a visit between a child and any other person when the monitoring of that visit has been ordered by a court of law.
- 31) An animal control officer or humane society officer. For purposes of the California Child Abuse Reporting Law, the following terms have the following meanings: (A) "Animal control officer" means any person employed by a city, county, or city and county for the purpose of enforcing animal control laws and regulations. (B) "Humane society officer" means any person appointed or employed by a public or private entity as a humane officer who is qualified pursuant to Section 14502 or 14503 of the Corporations Code.
- 32) A clergy member, as specified in subdivision (d) of P.C. 11166. For purposes of the California Child Abuse Reporting Law, "clergy member" means a priest, minister, rabbi, religious practitioner, or similar functionary of a church, temple, or recognized denomination or organization.
- Any custodian of records of a clergy member, as specified in P.C. 11165.7 and subdivision (d) of Section 11166.
- 34) Any employee of any police department, county sheriff's department, county probation department, or county welfare department.
- 35) An employee or volunteer of a Court Appointed Special Advocate program, as defined in Rule 1424 of the Rules of the Court.
- 36) A custodial officer as defined in Section 831.5 of the Penal Code.
- 37) Any person providing services to a minor child under Section 12300 or 12300.1 of the Welfare and Institutions Code.

Note: Unless otherwise stated, volunteers are not mandated reporters.

Why Must You Report?

The primary intent of the reporting law is to protect an abused child from further abuse. Protecting the identified child may also provide the opportunity to protect other children. It is equally important to provide help for the parents. Parents may be unable to ask for help directly, and child abuse may be their way of calling attention to family problems. The report of abuse may be a catalyst for bringing about change in the home environment, which in turn may help to lower the risk of abuse in the home.

What Do You Have To Report?

Under the law, when the victim is a child (a person under the age of 18) and the perpetrator is any person (including a child), the following types of abuse must be reported by all legally mandated reporters:

- a. A physical injury inflicted by other than accidental means upon a child. (P.C. 11165.6) Note that child abuse *does not* include a "mutual affray" between minors. It also *does not* include an injury caused by "reasonable and necessary force used by a peace officer acting within the course and scope of his or her employment." (P.C. 11165.6)
- b. Sexual abuse of a child, including both sexual assault and sexual exploitation.
 "Sexual assault" includes sex acts with a child, lewd or lascivious acts with a child, and intentional masturbation in the presence of a child. "Sexual exploitation" includes preparing, selling, or distributing pornographic materials involving children; employing a minor to perform in pornography; and employing or coercing a child to engage in prostitution. (P.C. 11165.1)
- c. Willful harming or injuring of a child or the endangering of the person or health of a child, including inflicting or permitting unjustifiable physical pain or mental suffering. (P.C. 11165.3)

Note: Any mandated reporter **may** report any child who is suffering serious emotional damage or is at substantial risk of suffering serious emotional damage. **(P.C. 11166.05)**

- d. Willful infliction of cruel or inhuman corporal punishment or injury resulting in a traumatic condition. **(P.C. 11165.4)**
- e. Neglect of a child, whether "severe" or "general," by a person responsible for the child's welfare. The term "neglect" includes both acts or omissions harming or threatening to harm the child's health or welfare. (P.C. 11165.2)

When Do You Have To Report?

Child abuse must be reported when a mandated reporter, "in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect." (P.C. 11166 (a))

"Reasonable suspicion" occurs when "it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect." (P.C. 11166 (a)(1)) Although wordy, the intent of this definition is clear: if you suspect that abuse has occurred, make a report.

You must make a report immediately (or as soon as practicably possible) by telephone and you must prepare and send, fax or electronically transmit a written report within 36 hours of receiving the information regarding the incident. (P.C. 11166 (a)) Written reports must be submitted on Department of Justice form (SS 8572), which can be downloaded from the California Attorney General's Web site at www.ag.ca. gov (click on Child Protection Program; click on forms; click on SS 8572). The mandated reporter may include with the report any nonprivileged documentary evidence he or she possesses related to the incident.

To Whom Must You Report?

The report must be made to any police department or sheriff's department (not including a school district police or security department), county probation department, if designated by the county to receive mandated reports, or county welfare department. **(P.C. 11165.9)**

Any mandated reporter who knows or reasonably suspects that the home or institution in which the child resides is unsuitable for the child because of abuse or neglect shall inform the agency about the unsuitability of the home at the same time he or she reports the abuse or nelect. (P.C. 11166 (f))

When two or more persons who are required to report jointly have knowledge of a known or suspected instance of child abuse or neglect, and when there is agreement among them, a single person from the group may make the report. Any group member who knows that the report was not made, however, shall make the report. (P.C. 11166 (h))

Immunity

Mandated reporters have immunity from criminal and civil liability for any report required or authorized under the Child Abuse Reporting Law. This immunity applies even though the knowledge or reasonable suspicion of abuse was acquired outside his or her professional capacity or outside the scope of his or her employment. (P.C. 11172 (a)) And if a mandated reporter is sued for making a report, he or she may be able to receive compensation for legal fees incurred in defending against the action. (P.C. 11172 (c))

Any person who makes a report of child abuse, even though he or she is not a mandated reporter, has immunity unless the report is proven to be false and it is proven that the person either knew the report was false or made it with reckless disregard of its truth or falsity. (P.C. 11172 (a))

Additional Safeguards for Mandated Reporters

No supervisor or administrator may impede or

inhibit a mandated reporter's reporting duties or subject the reporting person to any sanction for making a report. (P.C. 11166 (i)(1))

Any supervisor or administrator who violates the above cited code section is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars (\$1,000), by not more than six months in a county jail, or by both a fine and imprisonment. (P.C. 11166.01(a)) If however, death or great bodily injury happens to the child as a result of the abuse, the supervisor or administrator who impeded or inhibited the report is guilty of a misdemeanor punishable by not more than one year in a county jail, by a fine not to exceed five thousand dollars (\$5,000), or by both. (P.C. 11166.01(b))

The mandated reporter's identity is confidential and may only be disclosed to specified persons and agencies. **(P.C. 11167 (d)(1))**

Mandated reporters and others acting at their direction are not liable civilly or criminally for photographing the victim and including the photograph with their report. (P.C. 11172 (a))

A clergy member who acquires knowledge or a reasonable suspicion of child abuse during a penitential communication is not mandated to report the abuse. For purposes of the Child Abuse Reporting Law, "penitential communication" means communication, intended to be in confidence, including, but not limited to, a sacramental confession made to a clergy member. (P.C. 11166 (d)(1))

Liability for Failure to Make A Required Report

A mandated reporter who fails to make a required report of child abuse is guilty of a misdemeanor punishable by up to six months in jail or by a \$1,000 fine or by both a fine and imprisonment. **(P.C. 11166 (c))** If however, death or great bodily injury happens to the child as a result of the abuse, the mandated reporter is guilty of a misdemeanor punishable by not more than one year in a county jail, by a fine not to exceed five thousand dollars (\$5,000), or by both. **(P.C. 11166.01 (b))** He or she may also be found civilly liable for damages, especially if the child-victim or another child is further victimized because of the failure to report. *(Landeros v. Flood* (1976) 17 Cal.3d 399.)

If a mandated reporter conceals his or her failure to report abuse or "severe" neglect, the failure to report is a continuing offense until the failure is discovered by an agency specified in Section 11165.9. (P.C. 11166 (c)) Because it is a continuing offense, the statute of limitations does not start to run until the failure to report is discovered.

Responsibilities of Agencies Employing Mandated Reporters

On and after January 1, 1985, persons entering employment which makes them mandated reporters must sign statements, provided and retained by their employers, informing them that they are mandated reporters and advising them of their reporting responsibilities and of their confidentiality rights. **(P.C. 11166.5 (a))**

On and after January 1, 1993, any person who acts as a child visitation monitor, prior to engaging in monitoring the first visit in a case, shall sign a statement provided and retained by the court which ordered the monitor's presence to the effect that he or she has knowledge of the provisions of the Child Abuse Reporting Law and will comply with them. **(P.C. 11166.5 (a))**

Employers are strongly encouraged to provide their employees who are mandated reporters with training in the duties imposed by the Child Abuse Reporting Law. Training in the duties imposed by the reporting law shall include training in child abuse identification and reporting. Whether or not employers provide their employees with training, they shall provide their employees who are mandated reporters with the statement required in subdivision (a) of Section 11166.5. (P.C. 11165.7 (c)) The absence of training shall not excuse a mandated reporter from the duties imposed by the reporting law. (P.C. 11165.7 (e))

EXCEPTION: Any person providing services to a minor child under Section 12300 or 12300.1 of the Welfare and Institution Code shall not be required to make a child abuse report unless that person has received training, or instructional material in the appropriate language, on the duties imposed by the Child Abuse Reporting Law, including identifying and reporting abuse and neglect. **(P.C. 11166.5 (e))**

Feedback to Mandated Reporters

After the investigation is completed or the matter reaches a final disposition, the investigating agency is obligated to inform the mandated reporter of the results of the investigation and any action the agency is taking with regards to the child or family. **(P.C. 11170 (b)(2))**

Changes in the law for 2007 are underlined. Please note that the California Child Abuse Reporting Law may have changed since the printing of this material. This material has been reprinted to assist mandated reporters in determining their reporting responsibilities. It is not intended to be and should not be considered legal advice. In the event there are questions about reporting responsibilities in a specific case, the advice of legal counsel should be sought.

A special thank you to Delta Dental of California for their work in developing the original material.

For additional information on child abuse prevention, you may contact:

Crime and Violence Prevention Center California Attorney General's Office 1300 | St., Suite 1120 (916) 324-7863 www.safestate.org

To Be Completed by Mandated Child Abuse Reporters

IAME OF MANDATED REPORTER	PLEASE F	Pursuant to Pena
, 111 E	PLEASE PRINT OR TYPE	Pursuant to Penal Code Section 11166

SS 8	E.	LIDENT INFORMA			D.	INVO	LVED P			T			c. vic	TIM			B. F	REPC	ORT		A.	
SS 8572 (Rev		· · · · · · · · · · · · · · · · · · ·		SUSF	PECT	VICTIM'S VICTIM'S PARENTS/GUARDIANS SIBLINGS				One report per victim						ΝΟΤΙ			A. REPORTIN			
12:02)		NARRATIVE DESCRIPTION (What victim(s)	IF NECESSARY, ATTACH EXTRA SHEET(S) OR OTHER FORM(S) AND DATE / TIME OF INCIDENT PLACE OF INCIDENT	LEVANT INFO	SUSPECT'S NAME ILAST FIRST. MIDDLE	ADDRESS Street	NAME (LAST FIRST, MIDDLE)	ADDRESS Street		NAME	RELATIONSHIP TO SUSPECT		NEOSTER CARES IN CONTRACTOR	PRESENT LOCATION OF VICTIM	ADDRESS Street	NAME (LAST. FIRST, MIDDLE)	OFFICIAL CONTACTED - TITLE	ACORESS Street	IFURCEMENT T	ONE (DA	REPORTER'S BUSINESS/AGENCY NAME AND ADDRESS	NAME OF MANDATED REPORTER
DEFINITIONS AND INSTRUCTIONS		said/what the mandated reporter observed	EET(S) OR OTHER FORM(S) AND C) City	City Zip		City Zip			T GROUP HOME OR INSTITUTION TRELATIVE'S HOME	ENTER	TALLY DISABLED? OTHER		City			Cdty	COUNTY PROBATION AGENCY	INATURE	AND ADDRESS Sircel	TITLE
TRUCTIONS ON REVERSE		/what person accompanying the victim	CHECK THIS BOX	4	BIRTI	HOME PHONE		HOME PHONE	4	TYES INO	DME PHOTOS TAKEN?	THE OF INCIDENT, CHECK TYPE OF CARE	Y (SPECIFY)	SCHOOL	dız	BIRT		dıZ			City	
IERSE		victim(s) sau/what the mandated reporter observed/what person accompanying the victim(s) said/similar or past incidents involving the victim(s) or suspect)	MUL TIPLE VICTIMS, INDICATE NUMBER:		BIRTHDATE OR APPROX AGE SEX	BUSINESS PHONE	SEX	BIRTHDATE OR APPROX AGE SEX 1	BIRTHDATE	VICTIM'S DEATH? I YES IN	T OTHER (SPECIFY) DID THE INCIDENT RESULT IN THIS	TYPE OF ABU	PRIMARY LANGUAGE SPOKEN IN HOME	CLASS		BIRTHDATE OR APPROX. AGE SEX	TELEPHONE	DATE/TIME (TODAY'S DATE	ZIP DID MANDATED REPORTER WITNESS THE INCIDENT?	MANDATED REPORTER CATEGORY
		rictim(s) or suspect)	2		ETHNICITY		ETHNICITY	ETHNICITY	SEX ETHNICITY	E -	THIS	SE (CHECK ONE OR MORE) MENTAL ISEXUAL INEGLECT	•	GRADE		ETHNICITY		DATE/TIME OF PHONE CALL			ESS THE INCIDENT?	×

DO.NOT submit a copy of this form to the Department of Justice (DOJ). The investigating agency is required under Penal Code Section 11169 to submit to DOJ a Child Abuse Investigation Report Form SS 8583 if (1) an active investigation was conducted and (2) the incident was determined not to be unfounded. WHITE COPY-Police or Sheriff's Department; BLUE COPY-County Welfare or Probalion Department; GREEN COPY-District Attorney's Office; YELLOW COPY-Reporting Party

Appendix C

Williams Uniform Complaint Procedure

NOTICE TO PARENTS/GUARDIANS, PUPILS, AND TEACHERS: COMPLAINT RIGHTS

Parents/Guardians, Pupils, and Teachers:

Pursuant to Education Code 35186, you are herby notified that:

- 1. There should be sufficient textbooks and instructional materials. For there to be sufficient textbooks and instructional materials, each pupil, including English learners, must have a textbook or instructional material, or both, to use in class and to take home.
- 2. School facilities must be clean, safe, and maintained in good repair.
- 3. There should be no teacher vacancies or misassignments. There should be a teacher assigned to each class and not a series of substitutes or other temporary teachers. The teacher should have the proper credential to teach the class, including the certification required to teach English learners, if present.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold.

- 4. Pupils, including English learners, who have not passed one or both parts of the exit examination by the end of grade 12 are to be provided the opportunity to receive intensive instruction and services for up to two consecutive academic years after the completion of grade 12.
- 5. A complaint form can be obtained at the school office, district office, or downloaded from the school or district web site. You may also download a copy of the California Department of Education complaint form from the following web site: http://www.cde.ca.gov/re/cp/uc.

(8/05 11/05) 11/07

Exhibit 2

COMPLAINT FORM: WILLIAMS UNIFORM COMPLAINT PROCEDURES

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, teacher vacancy or misassignment, or the provision of intensive instruction and services to pupils who did not pass one or both parts of the high school exit examination by the end of grade 12. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Evening:
omplaint:

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please use the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

1. Textbooks and instructional materials: (Education Code 35186; 5 CCR 4681)

A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.

A pupil does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.

_____ Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.

_____ A pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. Teacher vacancy or misassignment: (Education Code 35186; 5 CCR 4681)

A semester begins and a teacher vacancy exists. A teacher vacancy is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

A teacher lacking credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.

_____ A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

3. Facility conditions: (Education Code 35186, 35292.5; 5 CCR 4683)

A condition exists that poses an emergency or urgent threat to the health or safety of pupils or staff including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff; or structural damage creating a hazardous or uninhabitable condition.

_____A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers.

_____ The school has not kept all restrooms open during school hours when pupils are not in classes and has not kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when closing of the restroom is necessary for pupil safety or to make repairs. High school exit exam intensive instruction and services: (Education Code 35186)
 Pupils who have not passed the high school exit exam by the end of grade 12 were not provided the opportunity to receive intensive instruction and services pursuant to Education Code 37254(d)(4) and (5) after the completion of grade 12.

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation. For complaints regarding facilities conditions, please describe the emergency or urgent facilities condition and how that condition poses a threat to the health or safety of pupils or staff.

Please file this complaint at the following location:

Scott A. Loehr, Assistant Superintendent 8408 Watt Avenue Antelope, CA 95843

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

(signature)

(date)

(1/06 3/07) 11/07

Hate Motivated Behavior

As California's population becomes more diverse, it is important that school districts provided a safe and harmonious learning environment for all students. Pursuant to Education Code 201, schools have an affirmative obligation to combat racism, sexism, and other forms of bias, as well as a responsibility to provide equal educational opportunity. Developing policy to address hate-motivated behavior is one way districts can help teach students respect and understanding of diversity. ***

In its publication entitled Hate-Motivated Behavior in Schools, the California Department of Education defines hate-motivated behavior as an act, or attempted act, or attempted act, motivated by hostility towards a victim's real or perceived ethnicity, national origin, immigrant status, gender, sexual orientation, religious belief, age, disability, or any other physical or cultural characteristic. Some hate-motivated behavior may also be a crime as defined in state or federal law. These crimes include, but are not limited to: bomb threats, cross burnings, destruction or defacement of property, and certain types of vandalism and assaults. ***

The following optional policy is for use by districts in the implementation of a prevention strategy for hate-motivated incidents and should be modified to reflect district practice. Elements of this policy should also be integrated into existing school plans, such as the school safety and staff development plan, as well as any policies developed by the district regarding Positive School Climate and Multicultural Education; see BP <u>5137</u> and BP 6141.6, respectively. ***

The Governing Board affirms the right of every student to be protected from hatemotivated behavior. It is the intent of the Board to promote harmonious relationships that enable students to gain a true understanding of the civil rights and social responsibilities of people in our society. Behavior or statements that degrade and individual on the basis of his/her race, ethnicity, culture, heritage, gender, sexual orientation, physical/mental attributes, religious beliefs or practices shall not be tolerated.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Nondiscrimination/Harassment

District programs and activities shall be free from discrimination, including harassment, with respect to a student's actual or perceived sex, gender, ethnic group identification, race, national origin, religion, color, physical or mental disability, age or sexual orientation.

The Governing Board shall ensure equal opportunities for all students in admission and access to the educational program, guidance and counseling programs, athletic programs, testing procedures, and other activities. School staff and volunteers shall carefully guard against segregation, bias and stereotyping in instruction, guidance and supervision. The district may provide male and female students with separate shower rooms and sexual health and HIV/AIDS prevention classes in order to protect student modesty.

The Board prohibits intimidation or harassment of any student by any employee, student or other person in the district. Staff shall be alert and immediately responsive to student conduct which may interfere with another student's ability to participate in or benefit from school services, activities or privileges.

Students who harass other students shall be subject to appropriate discipline, up to and including counseling, suspension and/or expulsion. An employee who permits or engages in harassment may be subject to disciplinary action, up to and including dismissal.

The Board hereby designates the following position as Coordinator for Nondiscrimination to handle complaints regarding discrimination and inquiries regarding the district's nondiscrimination policies:

Director of Personnel 8408 Watt Avenue Antelope, California 95843 (916) 338-6419

Any student who feels that he/she is being harassed should immediately contact the Coordinator for Nondiscrimination, the principal or any other staff member. Any student who observes an incident of harassment should report the harassment to a school employee, whether or not the victim files a complaint.

Employees who become aware of an act of harassment shall immediately report the incident to the Coordinator for Nondiscrimination. Upon receiving a complaint of discrimination or harassment, the Coordinator shall immediately investigate the complaint in accordance with site-level grievance procedures specified in AR 5145.7 - Sexual Harassment. Where the Coordinator finds that harassment has occurred, he/she shall take prompt, appropriate action to end the harassment and address its effects on the victim.

The Coordinator shall also advise the victim of any other remedies that may be available. The Coordinator shall file a report with the Superintendent or designee and refer the matter to law enforcement where required.

2009-2010	Arthur S.	Dudley	Eleme	ntary School	1/20/2
Code: Description	Ed Code Section	Evoles	Crime Report	Notos	Update SSA Date
01 *48900(c-1): Alcohol, Possess		X	X	Notes	
Unlawfully possessed , used, or been u	1	1		ance, an alcoholic beverage, c	or an intoxicant of any kind.
02 *48900(c-2): Alcohol, Use of (E	E) 48900 (c-2))	×	x		1
Unlawfully selling, furnishing, or in pos	session for sale of, any	y controlled	substan	ce, an alcoholic beverage, or a	an intoxicant of any kind.
03 *48900(f-1): Arson (E)	48900 (f)	X	x		
Caused or attempted to cause damage	to school property or p	private prop	erty incl	uding graffiti.	• • •
04 *48900(a-2): Assault (E)	48900 (a-2)	x	x		
Unprovoked attack. Use of physical vio	1	. Assault/Ba	ittery as	defined in Sec. 240 & 242 Pena	al Code.
05 *48900.7: Bomb Threat (E)	48900. 7. (a)	x	x		
48900. 7. (a) In addition to the reasons s or recommended for expulsion if the su has made terroristic threats against sch	perintendent or the pri	incipal of th	le schoo		
06 *48900(g-1): Burglary (E)	48900 (g-1)	X	x		
Stolen or attempted to steal school pro	perty or private proper	ty. Theft. Th	e taking	of school or personal property	y without permission.
	al 48900 (j)	x	x		
j-1) Unlawfully possessed or unlawfully Health and Safety Code.	offered, arranged, or	negotiated	to sell ar	y drug paraphernalia, as defin	ed in Section11014. 5 of the
08 *48900(c-1)48915(a-3): Drugs,	P 48900 (c-1)	X	x		
Unlawfully possessed , used, sold or ot or an intoxicant of any kind.	herwise furnished, or l	been under	the influ	ence of, any controlled substa	nce, an alcoholic beverage,
¹⁰⁹ *48900(d-1)(d-2) 48915 (c-3): D	r 48900(d)	x	X	· · · · · ·	
Jnlawfully offered, arranged, or negotia either sold, delivered, or otherwise furn naterial as a controlled substance, alco	ished to any person ar	nother liquid			
10 *48900(c-1): Drugs, Use of (E)		X	X		
Unlawfully possessed, used, sold or ot or an intoxicant of any kind.	herwise furnished, or I	been under	the influ	ence of, any controlled substa	nce, an alcoholic beverage,
11 *48900(b-2): Explosives, Destr	u 48900 (b)	X	X	· · · · · · · · · · · · · · · · ·	
Possessed, sold, or otherwise furnished object of this type, the pupil had obtained <u>n by the</u> principal or the designee of the	ed written permission f				

)

Appendix F

13	the principal or the designee of the *48900(b-2,f-1): Explosives, Us		x	x		·	
	a second s				r dangerous object, unless, in the case of possession of any		
object		ed written permission t			tem from a certificated school employee, which is concurred		
14	*48900(e-1)48915(a-4): Extortio	48900 (e)		X			
Comn	nitted or attempted to commit robt	ery or extortion.			···· · · · · · · · · · · · · · · · · ·		
15	*48900(b-2) 48915 (c-2): Knife,	48900(b)48915(b	x	x	1	<u> </u>	
48915			rincipal o	r the s	uperintendent of schools shall recommend the expulsion of	fa	
					off school grounds, unless the principal or superintendent		
	that expulsion is inappropriate, du	•					
	using serious physical injury to ar ssession of any knife, explosive, c				able use to the nunil		
16	*48900(k-8): Loitering/Trespass	- I		X	ianie nae to tue huhir		
	ing on or around other school can		I	<u> </u>	f i i i i i	•	
	ing on or around other school can	ipuses			· · · · · · · · · · · · · · · · · · ·	a 1	1.19
17	*48900(f-1): Property, Deface/Ta	a 48900 (f)	1	X			
	ed or attempted to cause damage t	4	rivate pro	. i	1		
				·			
18	*48900(f-1): Property, Destructi	48900 (f)		X			
Cause	ed or attempted to cause damage t	o school property or p	rivate pro	perty.	· · · · · · · · · · · · · · · · · · ·		
		· · · · · · ·	· · · · · · · · · · · · · · · · · · ·		1		
19	*48900(e-1): Robbery (E)	48900 (e)	X	X			
Comm	nitted or attempted to commit robb	ery or extortion.					·
	<u> </u>	1			······	•	
20	*48900(n-1) 48915 (c-4): Sexual	• · · · · · · · · · · · · · · · · ·	X	X	l		1
n) Co	mmitted or attempted to commit a itted a sexual battery as defined ir	sexual assault as defi	ned in Se RepairCor	ction 2	261, 266c, 286, 288, 288a, or 289 of the Penal Code or		
21					· · · · · · · · · · · · · · · · · · ·	÷.	
	*48900(n-1) 48915 (c-4): Sexual	[1] A. S. Martin, M. Martin, M. Martin, M. Martin, and M. Martin, Nucl. Phys. Rev. Lett. 71, 100 (1997).	<u> </u>	X			
n) CO Comm	itted a sexual battery as defined ir	Section 243. 4 of the	neu in Se Penal Cor	cuon 4 1e.	261, 266c, 286, 288, 288a, or 289 of the Penal Code or	i i	·
	*48900.2: Sexual Harassment (ly	X	T	·· +	
		1	a pupil m		suspended from school or recommended for expulsion if th		
22			il is enroll	ed det	ermines that the pupil has committed sexual harassment as		
22 18900. Superi	intendent or the principal of the sc ed in Section 212. 5. This section s		is enrolle	d in kir	ndergarten and grades 1 to 3. inclusive.		

25	*49000/h 2), 14/	40000 (1.)				- 1	•
1	*48900(b-2): Weapon, Possessi		X	X	 	1 .	
russes	sed, sold , or otherwise furnished	a any firearm, knife,	, explosive, (or other	dangerous object.		
26	*48900(a-2)(b-2): Weapon, Use	48900 (b)	x	x		I	ľ
Posses	sed, sold , or otherwise furnished		, explosive, o	or other	dangerous object.	• • • • • • •	
27	48915(a-5): Assault upon schoo	48915.A5	X	X		T	
Assault	or Battery upon any school empl	1	Sections 24	0 and 2	42 of the Penal Code .	1	
	• ••••• ••• •••				· · · · · · · · · · · · · · · · · · ·		
36	48900(k-3): Behavior, Defiance						
Defianc	e of authority and / or verbal abu	se toward an adult.					
37	48900(k-2): Behavior, Disobedi	48900 (k-2)				1	
Refusal	to take direction from a staff me		onsible aduli	t includi	ing substitutes.	1	• •
		·····				··· ··· -	
38	48900(k-9,k-17): Behavior, Disr	48900 (k-1)			· ·····		·
Refusal	and / or repeated failure to follow	school rules and	regulations	and / or	severe disruption of school activities.	•	
39	48900(k-1): Behavior, Inappropr	48900 (k-9)				1	
Misbeha	avior during assemblies, rallies, c	L	activities on (or off ca	ampus.	1	
	· _ · · · · · · · · · · · · · · · · · ·	1	ſ	1 1	······································	,	
45	48915(a-2): Dangerous Object		X	X		1	1
Posses:	sed, sold, or otherwise furnished	any firearm, knife,	explosive, o	r other	dangerous object, unless, in the case of possession m from a certificated school employee, which is con	of any	
in by the	e principal or the designee of the	principal.	in to posses:	s the ite	an from a certificated school employee, which is con	currea	
47	48900(k-9): Disruption of Schoo					<u> </u>	
Disrupte	ed school activities or otherwise	willfully defied the	valid authori	ty of su	pervisors, teachers, administrators, school officials,	, or	
	hool personnel engaged in the p	erformance of their	duties.				i.
52	48900(a-1): Fighting (S)	48900 (a)		i			_
Caused, another	attempted to cause or threatened except in self defense.	d to cause physical	l injury to an	other p	erson or willfully used force or violence upon the pe	rson of	
53	48900(m-1): Firearm, Imitation (48900 (m)	X			1	
Possess	ed an imitation firearm. As used	in this section, "in	nitation firea	rm" me n to con	ans a replica of a firearm that is so substantially sim clude that the replica is a firearm.	ilar in	
54	48900(b-2): Firearm, Possessio		İx	[1	
	, _,· · · · · · · · · · · · · · · · · ·	1 	· · · · · · · · · · · · · · · · · · ·	- i I	dangerous object.	1	

	of 48915 (a)	X		
Jse of a firearm to cause serious physic	cal injury.			
56 48900(k-15): Forgery (S)	48900 (k-15)	• • •	·····	
alsification/forgery/academic dishones	sty.	·		
57 48900(k-13): Gambling (S)	48900 (k-13)	Ī	I	
Sambling, playing of a game of chance	or stakes.	4		• ·
58 48900.4(k-19): Harassment (E)	48900.4	x	· ·	
a pupil enrolled in any of grades 4 to 12	, inclusive, may be su	spended from	n school or recommended for e	expulsion if the superintendent
the principal of the school in which the intimidation, directed against a pupil or	group of pupils, that	is sufficiently	re pupil has intentionally engage is severe or pervasive to have the	e actual and reasonably expect
effect of materially disrupting classwork	k, creating substantia	l disorder, an	d invading the rights of that pu	pil or group of pupils by creatin
an intimidating or hostile educational er 59 48900(o-1): Harassment, Witne	1	X		
Harassed, threatened, or intimidated a p	- Aller - I and the C	ining witness	or witness in a school discipli	nary proceeding for the purpose
either preventing that pupil from being a				
60 48900.3: Hate Statement (S)	48900.2			
a pupil in any of grades 4 to 12, inclusiv				
principal of the school in which the pup participated in an act of, hate violence, a				cause, inreatened to cause, or
61 48900.3: Hate Violence (e)	48900.2			(
a pupil in any of grades 4 to 12, inclusiv	e, may be suspended	from school	or recommended for expulsion	if the superintendent or the
principal of the school in which the pup	il is enrolled determin	nes that the p	upil has caused, attempted to c	cause, threatened to cause, or
participated in an act of, hate violence, a		ion (e) of Se	tion 233.	
64 48900(i-1): Language, Obscene	• · · · • = · · · · · · · · ·			
i) Committed an obscene act or engage	d in habitual profanit	y or vulgarity		
	v ¹ 48900 (l)	;		
65 48900(i-1): Language, Profanity				
	•	or vulgarity.	I	
	•	or vulgarity.	I	
 48900(i-1): Language, Profanity Committed and obscene act or engaged 48900(i-1): Obscene Act (S) 	•	or vulgarity.		
Committed and obscene act or engaged 70 48900(i-1): Obscene Act (S)	l in habitual profanity 48900 (I)			
Committed and obscene act or engaged 70 48900(i-1): Obscene Act (S) Committed and obscene act or engaged	l in habitual profanity 48900 (I) I in habitual profanity			
Committed and obscene act or engaged 70 48900(i-1): Obscene Act (S) Committed and obscene act or engaged 74 48900(i-1): Profanity (S)	l in habitual profanity 48900 (I) I in habitual profanity 48900 (I)	or vulgarity.		· · · · · · · · · · · · · · · · · · ·
Committed and obscene act or engaged 70 48900(i-1): Obscene Act (S) Committed and obscene act or engaged 74 48900(i-1): Profanity (S)	l in habitual profanity 48900 (I) I in habitual profanity 48900 (I)	or vulgarity.	1	
Committed and obscene act or engaged 70 48900(i-1): Obscene Act (S) Committed and obscene act or engaged	l in habitual profanity 48900 (I) I in habitual profanity 48900 (I) in habitual profanity o	or vulgarity.	1 	

y

in the second se

77	48900(b-1): Stink Bomb, Posse 44	8900 (b)	X			
Poss	essed, sold , or otherwise furnished a	ny firearm, knife, explosi	ve, or othe	er dangerous object.		• · · · ·
78	48900(b-1)(k-1): Stink Bomb, Us 4	8900 (b)	X			
Poss	essed, sold , or otherwise furnished a	ny firearm, knife, explosi	ve, or othe	r dangerous object.	· · · ·	
79	48900(g-1)(l-1): Stolen Property 4	8900 (I)			[† .
Кпом	ringly received stolen school property	enere estate en la subsection de		1		
81	48900(k-10): Tardy, Habitual 44	8900 (k-1)]			
Refus	al and / or repeated failure to follow s	chool tardy rules and rec	gualtions a	nd / or severe disruption of	school activities.	
84	48900(a-1b): Threats to Others (48	8900 (a) (1)	l i i	1		
ļ - ·	ed, attempted to cause, or threatened		to another	person.	i	
lor.			·			
85 Cause	48900(a-1b): Threats to Student 48 ed, attempted to cause, or threatened		 to another	person.	1	•
					· · · · · · · ·	· · · ·
86	48900.7: Threats, Terrorist (E) 48	a searchailte an an an an an an an	x			
Caus	ed, attempted to cause, or threatened	to cause physical injury	to another	r person.		
87	48900(h-1): Tobacco, Possessi 48	8900 (s)				·····
	essed or used tobacco, or any product ture cigars, clove cigarettes, smokeles				imited to, cigarettes, cigars,	
88	48900(h-1): Tobacco, Use of (S) 48	and the second				
	essed or used tobacco, or any product ture cigars, clove cigarettes, smokele	-	•		imited to, cigarettes, cigars,	
89	Truant 48900 (k-11)	ss tobacco, shun, chew				
	· · · ·		L	·····		
93	48900(k-20): Violation of Suspe 48	8900 (k-4)		1		··
	e to serve an alternative means of cor	• •		Į	ł	
				F		
	48900(k): Violation of Computer 48 sion of any knife, explosive, or other	and the second	X X easonable	use to the pupil		•
94 Poses		aangerous object of no i		abe to the pupit.		1.1.1.1

· · · · · · · · · · · · · · · · · · ·	correction, if available					
97 *48900(r): Bullying	48900.R	Iv			t	÷
		ving cog	mitto	d by means of an electronic act, as defined in subdivis	ione (f)	÷.
and (g) of Section 32261, directed					10115 (1)	111
AA	48900.A1			Challenge to fight, acceptance	1	
Caused, attempted to cause, or		njury to a	nothe		1	-
АВ	48900.B			Of limited danger, with no indication of use as weapon		
Possessed, sold, or otherwise f pupil obtained written permission				r dangerous object unless, in the case of possession. d] principal	, the	
AC	48915.A1	X	X	Physical force causing serious injury		
Causing serious physical injury	to another person, except in se	elf defens	se.			
					·	
BA	48915.B1	X	X			
Possessing, selling, or otherwis	e furnishing a firearm.					
					1	
BC	48915.A2	×	X	Inherent weapon (e.g. locking blade), or actual/intended use as a weapon	1	
	, and a constant provide a start of a				• · · - ·	- 1
Possession of any knife evoloe	ive or other dangerous object /	of no roa	eonah	le use to the nunil		
Possession of any knife, explos		· · · · · · · · · · · · · · · · · · ·			·····	<u> </u>
Possession of any knife, explos CB	ive, or other dangerous object (48915.A3	of no rea X	sonat X	le use to the pupil. Substances besides Marijuana/Alcohol or more than one ounce of Marijuana,	1	
CB Unlawful possession of any con	48915.A3 trolled substanceof the Heal	X th and Sa	X afety C	Substances besides Marijuana/Alcohol or more than one ounce of Marijuana, code, except for the first offense for the possession of	not	-
CB Unlawful possession of any con more than one avoirdupois oun	48915.A3 trolled substanceof the Healt ce of marijuana, other than con	X th and Sa	X afety C	Substances besides Marijuana/Alcohol or more than one ounce of Marijuana, code, except for the first offense for the possession of	not	
CB Unlawful possession of any con more than one avoirdupois oun GA	48915.A3 trolled substanceof the Heal ce of marijuana, other than con 48900.G	X th and Sa centrated	X afety C	Substances besides Marijuana/Alcohol or more than one ounce of Marijuana, code, except for the first offense for the possession of	not	
СВ	48915.A3 trolled substanceof the Heal ce of marijuana, other than con 48900.G	X th and Sa centrated	X afety C	Substances besides Marijuana/Alcohol or more than one ounce of Marijuana, code, except for the first offense for the possession of	not	
CB Unlawful possession of any con more than one avoirdupois oun GA Stole or attempted to steal scho	48915.A3 trolled substanceof the Heal ce of marijuana, other than con 48900.G ol property or private property.	X th and Sa centrated	X afety C	Substances besides Marijuana/Alcohol or more than one ounce of Marijuana, code, except for the first offense for the possession of	not	-
CB Unlawful possession of any con more than one avoirdupois oun GA Stole or attempted to steal scho HA	48915.A3 trolled substanceof the Healt ce of marijuana, other than con 48900.G ol property or private property. 48900.H	X th and Si centrated	X afety C d cann X	Substances besides Marijuana/Alcohol or more than one ounce of Marijuana, code, except for the first offense for the possession of abis.	[
CB Unlawful possession of any con more than one avoirdupois oun GA Stole or attempted to steal scho HA Possessed or used tobacco, or a	48915.A3 trolled substanceof the Healt ce of marijuana, other than con 48900.G ol property or private property. 48900.H any products containing tobacc	X th and Sa centrated	X afety C d cann X otine p	Substances besides Marijuana/Alcohol or more than one ounce of Marijuana, code, except for the first offense for the possession of nabis.	[
CB Unlawful possession of any con more than one avoirdupois oun GA Stole or attempted to steal scho HA Possessed or used tobacco, or miniature cigars, clove cigarette	48915.A3 trolled substanceof the Heal ce of marijuana, other than con 48900.G ol property or private property. 48900.H any products containing tobacc s, smokeless tobacco, snuff, cl	X th and Sa centrated	X afety C d cann X otine p	Substances besides Marijuana/Alcohol or more than one ounce of Marijuana, code, except for the first offense for the possession of nabis.	[
CB Unlawful possession of any con more than one avoirdupois oun GA Stole or attempted to steal scho HA Possessed or used tobacco, or miniature cigars, clove cigarette IA	48915.A3 trolled substanceof the Heal ce of marijuana, other than con 48900.G ol property or private property. 48900.H any products containing tobacc s, smokeless tobacco, snuff, cl 48900.I	X th and Si centrated contrated co or nice hew pact	X afety C d cann X otine p kets, a	Substances besides Marijuana/Alcohol or more than one ounce of Marijuana, code, except for the first offense for the possession of nabis.	[
CB Unlawful possession of any con more than one avoirdupois oun GA Stole or attempted to steal scho HA Possessed or used tobacco, or miniature cigars, clove cigarette IA	48915.A3 trolled substanceof the Heal ce of marijuana, other than con 48900.G ol property or private property. 48900.H any products containing tobacc s, smokeless tobacco, snuff, cl 48900.I	X th and Si centrated contrated co or nice hew pact	X afety C d cann X otine p kets, a	Substances besides Marijuana/Alcohol or more than one ounce of Marijuana, code, except for the first offense for the possession of nabis.	[
CB Unlawful possession of any con more than one avoirdupois oun GA Stole or attempted to steal scho HA Possessed or used tobacco, or miniature cigars, clove cigarette	48915.A3 trolled substanceof the Heal ce of marijuana, other than con 48900.G ol property or private property. 48900.H any products containing tobacc s, smokeless tobacco, snuff, cl 48900.I	X th and Si centrated contrated co or nice hew pact	X afety C d cann X otine p kets, a	Substances besides Marijuana/Alcohol or more than one ounce of Marijuana, code, except for the first offense for the possession of nabis.	[
CB Unlawful possession of any con more than one avoirdupois oun GA Stole or attempted to steal scho HA Possessed or used tobacco, or miniature cigars, clove cigarette IA Committed an obscene act or er	48915.A3 trolled substanceof the Healt ce of marijuana, other than con 48900.G ol property or private property. 48900.H any products containing tobacc s, smokeless tobacco, snuff, cl 48900.I ngaged in habitual profanity or 48900.K	X th and Sa centrated co or nico hew pact vulgarity	X afety C d cann X otine p kets, a	Substances besides Marijuana/Alcohol or more than one ounce of Marijuana, code, except for the first offense for the possession of nabis.	rs,	
CB Unlawful possession of any con more than one avoirdupois oun GA Stole or attempted to steal scho HA Possessed or used tobacco, or miniature cigars, clove cigarette IA Committed an obscene act or er	48915.A3 trolled substanceof the Healt ce of marijuana, other than con 48900.G ol property or private property. 48900.H any products containing tobacc s, smokeless tobacco, snuff, cl 48900.I ngaged in habitual profanity or 48900.K herwise willfully defied the vali	X th and Sa centrated co or nicc hew pack vulgarity d author	X afety C d cann X otine p kets, a	Substances besides Marijuana/Alcohol or more than one ounce of Marijuana, code, except for the first offense for the possession of habis.	rs,	

MA	48900.M					1
Possessed an imitation fire	earm	·				
NA	48900.N	x	x [
	o commit a sexual assault as d I in Section 243.4 of the Penal (s 261, 266c, 286, 28	8, 288a, or 289 of the	Penal Code or co	mmitted
DA	48900.O					
	ntimidated a pupil who is a con I from being a witness or retail				oceeding for purp	ose of
ΓΑ Γ	48260					
	rom school without valid excu out a valid excuse on three oc					beriod
ГВ	48260] :
	rom school without valid excu out a valid excuse on three oc					period
(A	48900.4			• • • • • • • • • • • • • • • • • • • •		
Intentionally engaged in	threats, harassment, or intimid	ationcreating a	n intimidating or ho	ostile educational env	vironment.	
andalan dination i din korda an eda na ma						
LOC	ATE		UPDATE		01	HER
			the second s	Commences and a second s		

٦

Appendix G

Arthur S. Dudley 2010-2011 Staff List Principal – Lisa Coronado

Grade	<u>Teacher</u>	Room#	Grade	Teacher	Room#
K-AM	Skogebo		3	Wojdac	•
K-PM	Dzida		3	Stolfus	
K-AM	Oliver		3	Underwood	
K-PM	Kasai		3	Merdinger	
			4	Rains	
K/1	Tarner		4	Carlson	
			4	Mason	
1	Anderson				
1	Pollock		4/5	Neal	
1	Morton				
1	Wilson		5	Weidman	_
1	McLeod		5	McCarthy	- ···
2	Nelson		5	Ortiz	
2	Velez				
2	Searls		SDC	Faria	
2	Payne		ELL		
			DIS	Keller	
2/3	Johnston		Psychologist	Haywood	
			Speech	Price	— ·
			Counselor	Silverman	

Classified

Mrs. Lee Ann Becker (Health Aide) Ms. Amrit Kajla (Nurse) Mrs. Elizabeth Harmon (IA) Mrs. Liz Heath (DIS Aide) Mrs. Patti Stever (SDC Instr. Spec.) Mrs. Luda Nelipovich (ELL Aide) Mrs. Pat Rivas (Library) Mrs. Claudia Buderer (Computer Tech.) Mrs. Tina Duncan (EMHI) Ms. Jessica Henry (EMHI) Mrs. Martha Miranda (Office) Mrs. Sandy Rodriguez (Office) Mrs. Mary Stevens (Office)

Mr. Efren Tongol (Custodian) Mrs. Phensri "Jimmy" Palavivatana (Custodian) Mr. Petr Zakharchuk (Custodian) Mrs. Reiko Kaminaga (Kitchen) Mrs. Vera Smolin (Kitchen) Mrs. Linh Duong (Kitchen/Cashier) Mrs. Linh Duong (Kitchen/Cashier) Mrs. Laura Kraft (Cashier) Mrs. Pareenaphor McCarthy (Noon Duty) Mrs. Linda Davis (Noon Duty) Mrs. Ranjana Raghunath (Noon Duty) Mrs. Becky Caton (Noon Duty) Mrs. Christina Sharma (Noon Duty) Mrs. C. J. Munoz (Noon Duty)

(12/17/10)

Room #	Ext	Voice Mail
/ ~		
		-
Voicemail I	Boxes	
		· · · · · · · · · ·
	Room #	Room # Ext

Appendix I

•

,

(School Name) EMERGENCY SHUT OFF MAP

Appendix J

• .

(School Name) OFF SITE EVACUATION MAP

.

Appendix K	A	D	D	e	nd	lix	K
------------	---	---	---	---	----	-----	---

Student/Staff Accountability Form	EOC Message Form Data
DATE: TIME:	_ Tally and insert into the grid below.
TEACHER:	_
ROOM # :	<u>Category Description</u> <u>Number</u>
COMPLETED BY:	A Fatalities Black
# of Students enrolled in this class:	B Minor Injuries: First Aid attention only Green
# of Students marked absent in this class:	<u>C</u> Injuries: Ambulance
Please list students marked absent by name:	Major: Unable to treat on site, i.e. airway & breathing difficulties, cardiac arrest, uncontrolled or suspected severe bleeding, severe head injuries, severe medical problems, open chest or abdominal wounds, severe shock.
 # of Students unaccounted for* in this class: * You didn't mark them absent and they are not with your class at Please list students unaccounted for by name: 	Moderate: Burns, major multiple Yellow his time fractures, back injuries with or without spinal cord damage.
	D Property Damages <u>Circle One</u>
	Major Damage:BuildingMajorCollapse, building leaning, major ground movement causing cracks in ground
Are there any adult staff from this room unaccounted for?	Moderate Damage:FallingModeratehazards present, toxic/chemicalspill, broken gas line, fallenpower line
If so, please list by name: (Include staff staying behind with injure	I) Minor Damage: Dislodged Minor HVAC ducts, light fixtures, suspended ceiling grid, broken windows

AGENDA ITEM # XIV-11

Center	Joint	Unified School District	
--------	-------	-------------------------	--

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

Date: January 19, 2011

From: Craig Deason, Assist. Supt.

Action Item X

Information Item

Attached Pages __2_

AGENDA ITEM # XIV-11

Assist. Supt. Initials: <u>CD</u>

SUBJECT:

Resolution No. 4/2010-11

Authorization by the Board of Center Joint Unified School District for Submittal of Application to CalRecycle for the Tire-Derived Product (TDP) Grant

The attached Resolution No. 4/2010-11 grants authorization to apply to CalRecycle for the Tire-Derived Product (TDP) Grant. This grant allows for the replacement of wooden playground infill with recycled rubberized infill. The grant promotes the State's efforts to reduce, recycle, and reuse solid waste thus preserving landfill capacity and protecting public health and safety. This authorization is for the period January 1, 2011, through December 31, 2011.

Recommendation: That the Board of Trustees approves resolution authorizing application for TDP Grant.

RESOLUTION NO. 4/2010-11

RESOLUTION OF THE GOVERNING BOARD OF THE CENTER UNIFIED SCHOOL DISTRICT TO APPLY FOR THE TIRE-DERIVED PRODUCT GRANT

WHEREAS, Public Resources Code sections 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle), formerly known as the California Integrated Waste Management Board, to administer various Grant Programs (grants) in furtherance of the State of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board ("Board") of the Center Joint Unified School District ("District") authorizes the submittal of application(s) to CalRecycle for the Tire-Derived Product (TDP) Grant for which Center Joint Unified School District is eligible.; and

BE IT FURTHER RESOLVED that the Superintendent or his/her designee is hereby authorized and empowered to execute in the name of the Center Joint Unified School District all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for a period less than five years (January 1, 2011, through December 31, 2011).

ADOPTED, SIGNED AND APPROVED this 19th day of January, 2011.

President of the Governing Board of the Center Joint Unified School District

Clerk of the Governing Board of the

Center Joint Unified School District

CERTIFICATE

SS.

)

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

and COUNTY OF PLACER

I, Nancy Anderson, Clerk of the Governing Board of the Center Joint Unified School District, do hereby certify that the foregoing Resolution was adopted by the Governing Board of said District at a meeting of said Board held on the 19th day of January, 2011, that the same has not been rescinded, amended or repealed, and that it was so adopted by the following vote:

AYES: NOES: ABSTAIN: ABSENT:

-

. .

Clerk of the Governing Board of the Center Joint Unified School District

AGENDA ITEM # XIV-12

Center Joint Unified School District

4	entra de la composición de la	we be the second s	
		AGENDA REQUEST FOR:	
Dept./Site:	Dept./Site: Facilities & Operations Department		
Date:	January 19, 2011	Action ItemX	
То:	Board of Trustees	Information Item	
From:	Craig Deason, Assist. Supt.	# Attached Pages	
Assist.Supt. Initials:			

SUBJECT: Ap

Approval of Developer Fee Payment Agreement

The District and developers/owners of property and/or options to acquire property within the Sierra Vista Specific Plan ("Sierra Vista") have negotiated the terms upon which Sierra Vista will mitigate future students generated by the proposed development of the property within the Sierra Vista Specific Plan. The Developer Fee Payment Agreement foresees the development of up to approximately 5,871 student producing dwelling units.

RECOMMENDATION: That the Board of Trustees approve the attached"Developer Fee Payment agreement (Sierra Vista Specific Plan)" between the District and Sierra Vista owners and developers.



Recording Requested by:

Elizabeth B. Hearey, Esq. Atkinson, Andelson, Loya, Ruud & Romo For the benefit of Center Joint Unified School District No fee under Government Code section 6103

When Recorded Mail to:

Elizabeth B. Hearey, Esq. Atkinson, Andelson, Loya, Ruud & Romo 5075 Hopyard Road, Suite 210 Pleasanton, CA 94588

(SPACE ABOVE THIS LINE RESERVED FOR RECORDERS USE)

LANDOWNER'S DEVELOPMENT AGREEMENT

(Mourier Investments, LLC; Sierra Vista - Property No. 1)

This Landowner's Development Agreement ("Agreement"), dated for reference purposes as of January 19, 2011, is entered into by and between the Center Joint Unified School District ("District"), a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California, and Mourier Investments, LLC ("Landowner") which is the owner of certain property and/or options to acquire property planned for urban uses within the Sierra Vista Specific Plan (hereinafter referred to as the "Specific Plan"). District and Landowner are sometimes referred to individually as a "Party" and collectively as the "Parties."

Recitals

A. WHEREAS, Landowner's property (Assessor's Parcel Nos. 017-150-036 and 017-150-032) which is subject to this Agreement and which lies within the Sierra Vista Specific Plan, is depicted on Exhibit "1" (Map of Specific Plan Owners' Property) and is more particularly described in Exhibit "2" (Legal Description Landowner's Property) attached hereto ("Property"); and

B. WHEREAS, all owners of property within the Sierra Vista Specific Plan, with the exception of those property owners described below in Recital "E," are referred to herein as "Specific Plan Owners"; and

C. WHEREAS, the Specific Plan Owners, the property they own within the Specific Plan ("Specific Plan Owners' Property"), and their contact information is described in **Exhibit "3"** (List of Specific Plan Owners' Property, Assessor's Parcel Numbers, and Contact Information); and

D. WHEREAS, all Specific Plan Owners are entering into separate similar development agreements with the District with respect to their property and obligations; and

E. WHEREAS, one portion of the Specific Plan which lies within the District is designated "Urban Reserve" and is currently owned by Westpark S.V. 400, LLC and the Chan family, entities and persons who are not entering into a Development Agreement with the District at this time; and one other portion of the Specific Plan, known as Assessor's Parcel Number 017-150-069, is owned by Computer Deductions, an entity which is also unwilling to enter into a Development Agreement with the District at this time; the owners of the properties described above in this Recital are excluded from the definition of "Specific Plan Owners" for purposes of this Agreement; and

F. WHEREAS, the Property within the Specific Plan is located within an area proposed for annexation to the City of Roseville ("City"); and

G. WHEREAS, the Specific Plan dated May 5, 2010, and approved by the City on that date foresees the development of six thousand six hundred fifty (6,650) student-producing dwelling units and approximately two hundred fifteen (215) acres of commercial development, of which approximately five thousand eight hundred seventy-one (5,871) student-producing dwelling units and two hundred fifteen (215) acres of commercial development lie within the District portion of the Specific Plan ("Specific Plan Owners' Development" or "Project"); and

H. WHEREAS, there are three school districts which serve the Sierra Vista Specific Plan area including: Roseville City School District, Roseville Joint Union High School District, and the Center Joint Unified School District; and

I. WHEREAS, the District anticipates that approximately one thousand five hundred forty-five (1,545) elementary school students, approximately seven hundred sixty-three (763) middle school students, and one thousand one hundred thirty-three (1,133) high school students will be generated for the District from the Project; and

J. WHEREAS, the Specific Plan Owners' development of the Project will increase the size of the student population within the District and require the building of one (1) middle school and two (2) elementary schools; and

K. WHEREAS, the first construction of the Project is expected to commence in 2012 with the first units occupied in 2013; and

L. WHEREAS, the Parties wish to ensure the orderly and expeditious design and construction of school facilities to house students generated by the Project; and

M. WHEREAS, Landowner has entered into a separate development agreement with the City ("City Development Agreement") and has obtained urban zoning for its Property consistent with the Specific Plan; and,

N. WHEREAS, Landowner represents that all entities and persons with an option to purchase Landowner's Property, or a portion thereof, are Parties to this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. <u>Term</u>. This Agreement shall not be effective until all of the following have occurred: execution of this Agreement by the Parties, execution of similar development agreements between the District and all of the Specific Plan Owners, City approval of the Sierra Vista Specific Plan, execution of development agreements between all of the Specific Plan Owners and the City ("City Development Agreements"), and recordation of the City Development Agreements ("Effective Date"). Thereafter, this Agreement shall remain in full force and effect until the Landowner makes all of the payments contemplated herein and discharges its duties under the Agreement.

2. <u>Developer Fees</u>. The District intends to assess developer fees against the Property within the Sierra Vista Specific Plan and within the District's boundaries, pursuant to California Government Code section 65995, *et seq*. The current fees in effect at the time of execution of the Agreement will not determine the level of fees which will be payable by Landowner. The fees payable will be those in effect at the time the fees are payable. The fees payable may be equal to, greater than, or less than the fees currently assessed. This Agreement shall in no way condition, limit, modify, or terminate these statutory rights of the District to impose fees.

3. <u>Covenant to Sell School Sites</u>.

a. <u>Currently Identified School Sites</u>.

(1) The Development of all Specific Plan Owners' Property is anticipated to generate the need for two (2) elementary schools and one (1) middle school. The Specific Plan Owners have agreed to reserve two (2) sites for elementary schools and one (1) site for a middle school ("School Sites") and to sell the School Sites to the District in accordance with the terms of this Agreement and the other Specific Plan Owners' separate development agreements with the District.

(2) The Maps of Proposed School Sites attached as Exhibit "4" depict the currently proposed locations for the identified middle school (FD-65) and two identified elementary schools (KT-61 and JM-61) within the Specific Plan.

(3) The locations of the School Sites may change in the event that the School Sites identified and depicted on Exhibit "4" are not acceptable to the District or the Landowner chooses not to remediate a School Site(s). Therefore, Landowner currently is or may become a School Site owner.

b. <u>Time of Sale</u>.

(1) Each School Site will be sold and delivered in construction-ready condition (see 3.d. below for definition of "construction-ready") as and when requested by the District and subject to the District's receiving approval of the School Site(s) from the California Department of Education and obtaining funding for the purchase(s).

(2) <u>Time for Request to Purchase</u>. The District may make a request to purchase the School Sites according to the following schedule:

(i) <u>School Site E-1 (Specific Plan Parcel JM-61</u>): The District may request to purchase School Site E-1 any time after the City issues the 150th residential building permit within the District's portion of the Specific Plan area, but no later than the later of one hundred eighty (180) days after the City issues the 2,000th building permit within the District's portion of the Specific Plan area or completion of all necessary work for School Site approval by the California Department of Education, which approval the District shall seek using reasonable, good faith efforts.

(ii) <u>School Site E-2 (Specific Plan Parcel FD-65)</u>: The District may request to purchase School Site E-2 any time after the City issues the 2,750th residential building permit within the District's portion of the Specific Plan area, but no later than the later of one hundred eighty (180) days after the City issues the 4,000th residential building permit within the District's portion of the Specific Plan or completion of all necessary work for School Site approval by the California Department of Education, which approval the District shall seek using reasonable, good faith efforts. In addition, for School Site E-2, the District may also request that the Specific Plan Owner that owns the School Site sell the School Site before the City issues the 2,750th residential building permit within the District's portion of the Specific Plan area if development is occurring immediately around School Site E-2 and public improvements necessary to serve the School Site have been constructed.

(iii) <u>School Site E-3 (Specific Plan Parcel KT-61)</u>: Any time after the City issues the 2,000th residential building permit within the District's portion of the Specific Plan area, but no later than one hundred eighty (180) days after the City issues the 3,250th residential building permit within the District's portion of the Specific Plan or completion of all necessary work for the School Site approval by the California Department of Education, which approval the District shall seek using reasonable, good faith efforts.

(3) <u>School Site E-1. Options Available to Developers of First 150 Residential</u> <u>Units for the Schedule of Improvements and Access to School Site</u>. Those Specific Plan Owners (or successors in interest) who have developed in the Plan Area by obtaining a building permit prior to or at the time that any Specific Plan Owner (or successor in interest) triggers the permit threshold set forth above for a particular School Site are referred to herein as "Developing Specific Plan Owners." Developing Specific Plan Owners may collectively elect one of the following options for providing initial school facilities within thirty (30) days of District's request to purchase School Site E-1. Developing Specific Plan Owners shall not be required to construct the site improvements to School Site E-1 except as set forth below:

<u>Option 1.</u> <u>Develop School Site E-1</u>. Obtain from landowner of School Site E-1 the rights to develop and thereafter execute or cause the execution of the sale of School Site E-1 to the District, subject to the following modified requirements for allowing the District access and the timeline for the construction of improvements:

(a) Nine (9) months after the District's request to purchase School Site E-1, provide the District with access to School Site E-1 via a gravel road. The corners of School Site E-1 shall be marked, but shall not be required to be monumented until the legal parcel for the School Site E-1 is created;

(b) Twenty-one (21) months after the District's request to purchase School Site E-1, provide adequate water service to School Site E-1 to support school construction (which service may be temporary);

(c) Twenty-four (24) months after the District's request to purchase School Site E-1, provide temporary electrical service to School Site E-1; and,

(d) Thirty-six (36) months after the District's request to purchase School Site E-1, complete all connections to all utilities and required frontage improvements for School Site E-1.

Notwithstanding the foregoing, after the occupancy of one hundred fifty (150) K-6 students within the Specific Plan (which is estimated to be occupancy of 424 LDR/MDR units using District student generation rates), School Site E-1 shall be provided in construction-ready status as described in Section 3.d. below within ninety (90) days or the builders and Specific Plan Owners shall stop obtaining additional occupancy permits within the Specific Plan. Student occupancy, not the number of LDR/MDR units, shall control.

Except as expressly modified by this paragraph, all provisions and timelines for the improvement and sale of School Site-E-1 shall apply.

<u>Option 2</u>. <u>Transportation</u>. Provide the District with transportation costs for students that occupy any residential unit within the initial development of the Specific Plan and as follows:

Number of Students	Fee for Service for First Three (3) Years of Transportation (to be paid in advance on exercise of the option.)	Fee for Service for Second Three (3) Years of Transportation (to be paid before the beginning of the second three (3) years.)
1-56	\$710,000.00	\$710,000.00
57-103	\$710,000.00	\$710,000.00
104-150	\$710,000.00	\$710,000.00

Fees shall be paid for student transportation until School Site E-1 improvements are completed and the site is delivered to the District at close of escrow.

Transportation fees shall be charged up to a maximum of six (6) years.

Notwithstanding the foregoing, after the occupancy of one hundred fifty (150) K-6 students within the Specific Plan (which is estimated to be occupancy of 424 LDR/MDR units using District student generation rates), School Site E-1 shall be provided in construction-ready status as described in Section 3.d. below within ninety (90) days or the builders and Specific Plan Owners shall stop obtaining additional occupancy permits within the Specific Plan. Student occupancy, not the number of LDR/MDR units, shall control.

<u>Option 3</u>. <u>Temporary School Site</u>. Provide, at no expense to the District, a temporary School Site with the following provided:

(a) A secure fenced rectangular site of a minimum of 5.5 acres with a width to length ratio of no greater than 0.75.

(b) Developed frontage to include curb, gutter, and sidewalk and a bus pullout to City of Roseville Planning Department specifications.

(c) On-site parking of a minimum of forty (40) spaces.

(d) All utilities that are described and enumerated in this Agreement for School Site E-1.

(e) A level asphalt area of 20,000 square feet to be used for relocatable building placement and hardcourt playfields.

(f) Four (4) acres of level turf playfields.

(g) Four (4) relocatable Division of the State Architect (DSA) approved classrooms, one of which is equipped with two restrooms suitable for kindergarten children.

(h) Four (4) portable DSA approved restroom facilities (in one (1) or two (2) structures), two (2) for students and two (2) for staff.

(i) A DSA approved portable multipurpose room with a minimum of 1,920 square feet of open area.

(j) A DSA approved 960 square-foot office facility to accommodate the site administrator, nurse, attendance clerk, and custodian.

(k) DSA approved play apparatus for K-5 students.

(1) Notwithstanding the foregoing, within ninety (90) days of occupancy of one hundred fifty (150) students within the Specific Plan (which is estimated to be occupancy of 424 LDR/MDR units using District student generation rates), provide the site identified as School Site E-1 in construction-ready status as described in Section (3) above or the builders and/or owners shall stop obtaining

additional occupancy permits within the Specific Plan. Student occupancy, not the number of LDR/MDR units, shall control.

If no option is selected within thirty (30) days of the District's request to buy School Site E-1, the Developing Specific Plan Owners shall be deemed to have selected Option 2 (Transportation).

School Site E-2 and E-3, Schedule of Improvements, and Access to (4) School Sites. The Landowners of School Sites E-2 and E-3 shall give the Developing Specific Plan Owners the right to develop School Sites E-2 and E-3 and the Landowners of School Sites E-2 and E-3 shall thereafter execute or cause the execution of the sale of School Sites E-2 and E-3 to the District. With respect to School Sites E-2 and E-3, the Developing Specific Plan Owners shall use commercially reasonable diligent efforts to complete the design of the improvement plans for the construction-ready improvements and obtain approval thereof from the City within six (6) months of the District's request. Developing Specific Plan Owners shall complete the construction-ready improvements for School Sites E-2 and E-3 within one (1) year of City and District approval of the improvement plans. The District shall be granted the opportunity to enter each School Site in order to begin the District's environmental testing and investigations within nine (9) months of the date on which the District requests to purchase the School Site. If the Developing Specific Plan Owners fail to provide School Site E-2 or E-3 in a timely manner as set forth herein, the builders and the Specific Plan Owners shall stop obtaining additional occupancy permits within the Specific Plan.

c. <u>Separate Purchase Agreement</u>. To the extent a School Site falls within the Property of Landowner, the Landowner agrees to sell the School Site to the District and the District agrees to purchase the School Site from the Landowner after the District's request to purchase and the California Department of Education approves the School Site. The terms and conditions of each purchase shall be controlled by the provisions set forth in this Agreement and by a separately executed purchase agreement for the School Site.

d. Construction-Ready Parcel. Each School Site owned by Landowner, if any, shall be delivered to the District in a construction-ready condition. Construction-ready is defined as the School Site having a maximum slope of 2% except for street transitions and with utilities and other improvements as set forth below. If the School Site has slopes greater than 2%, then the School Site shall be rough graded, such that commercially reasonable efforts shall be made by such Specific Plan Owners through contour grading so as to achieve no more than a 2% maximum slope between any two points (or as otherwise mutually agreed by the Parties hereto). Utilities shall be stubbed to the School Site in the location(s) selected by the District, and approved by the California Department of Education, including water, sewer, cable hookups, and fiber optics if available. The Developing Specific Plan Owners' engineer and the District's engineer shall work together to evaluate the construction ready site (as defined above) such that earthwork balance can be achieved using commercially reasonable efforts. In addition, curbs, gutters, and roads on two sides adjacent to the School Site, in accordance with District and City plans for the School Site, shall be substantially completed and available for public use as part of such construction-ready condition unless otherwise agreed by the District. The School Site shall be prepared in accordance with the standards for school site construction, as approved by the

Division of State Architect and the California Department of Education, or other applicable authority and shall include the following:

(1) <u>Utilities</u>. Utility services to the property line shall include water, sewer, gas, electricity, cable television, and telephone and fiber optics which shall be stubbed to the School Site. (Notwithstanding the foregoing, fiber optics shall be provided only if available.)

(2) <u>Off-Site Development</u>. Improvements outside of the property lines of each School Site shall include: pavement of streets, curbs, and gutters adjacent to the School Site and the extension of paved streets and permanent or temporary sidewalks as needed to provide access to the School Site from a major roadway.

(3) <u>On-Site Development</u>. Improvements inside of School Site property lines shall include: site clearance and grub for areas to be contour graded, demolition of any existing structures, removal/relocation of utility services, construction ready-site (as defined above), and erosion control, as shown on applicable improvement/grading plans approved by the City of Roseville.

(4) <u>Report Preparation</u>. Landowner agrees to provide District with a Phase 1 hazard report and a soils report for the School Site to be used by District to obtain any required CEQA approval and California Department of Education ("CDE") approval for School Site construction on Landowner's Property. Landowner will assist the District, at no additional cost or liability to District, in obtaining a letter of approval for the School Site purchase from the California Department of Education.

(5) <u>Remediation or Replacement</u>. If the reports prepared in paragraph 3.d.(4) above result in the need for environmental remediation measures or further testing for a specific School Site, the Landowner, if an owner of such School Site, shall, at its sole cost and expense, either fully remediate the condition of the School Site and/or provide such additional testing for the School Site, or provide District with an equivalent replacement School Site satisfactory to the District that does not require remediation and that meets the requirements for a School Site as set forth in this Agreement. Any replacement site shall thereafter be deemed a "School Site replacement shall be developed in greater detail in the subsequent purchase agreement for the School Site to be entered into between the Landowner and the District. If the Landowner fails to provide an adequate School Site, the District may bring an eminent domain action to acquire a site within the Specific Plan. All litigation expenses incurred by the District shall be apportioned among the Specific Plan owners in accordance with the apportionment formula for pro rata shares set forth in section 6 below.

e. <u>School Site Size</u>. The construction-ready School Sites shall be approximately and no less than the following size:

- (1) Elementary Schools 12.0 net usable acres for each site;
- (2) Middle School 21.60 net usable acres.

4. <u>Purchase of School Site</u>. The purchase price for a School Site shall be based on the fair market value of the School Site as of the date of acquisition by the District, based on an appraised value of the School Site with the completed improvements installed pursuant to Section 3 above. The appraisal shall be obtained by the District from an appraiser with MAI credentials. The fair market value shall assume underlying residential density for the School Site comparable to the zoning for adjacent residential development (or the average densities thereof if adjacent properties are zoned for different residential densities).

5. <u>Lease-Purchase</u>. As an alternative to purchasing a School Site, and subject to the mutual agreement of the Parties, the District may lease a School Site for a stated period of years, not to exceed five (5) years, at the end of which period the District shall purchase the School Site for the agreed-upon price, reflecting fair market value of the School Site and providing credit for the lease payments, as mutually agreed to by the Parties.

6. <u>Failure to Sell Reserved School Site</u>. The current owners of currently reserved School Sites, their contact information, and the Assessor's Parcel Number for each School Site are listed in **Exhibit "5."** In the event that any Specific Plan Owner who is an owner of a School Site, including the owner of a currently reserved School Site and/or the owner of a replacement School Site described in section 3.d.(5) of this Agreement, refuses to enter into a Purchase Agreement and/or sell a School Site to the District as and when required hereunder, then all of the Specific Plan Owners, including but not limited to the Landowner, shall collectively pay the following amounts to the District:

a. the difference between the District offer of fair market value to purchase such a School Site and the ultimate condemnation award or settlement; and

b. the District's costs and fees, including but not limited to attorneys' fees, incurred to complete the purchase of the School Site by eminent domain.

The costs shall be apportioned to the Specific Plan Owners on a pro-rata basis based on dwelling units equivalents (DUEs) of a Specific Plan Owner's property in the District's portion of the Specific Plan. In the case of commercially zoned properties, a DUE factor shall be established based upon the proportional relationship of the District's per square foot commercial development fee compared to its per square foot residential development fee all as set forth in **Exhibit "6" (Center Joint Unified School District DUE Allocation for Pro Rata Share of Potential Future Eminent Domain Costs)** attached hereto. By way of example only, if the District's per square foot residential development fee, the pro-rata share of the District's eminent domain fees and costs to be apportioned to commercially zoned property would be 1/7 of the pro-rata share per DUE of single-family residentially zoned property.

7. <u>Manner of Financing</u>. District expects to fund the construction, furnishing, and equipping of new school facilities with a combination of District general obligation funds, developer fees described in Section 2, and a State funding contribution. Provided, however, the Parties agree that the sole financial obligation of purely commercial development under this Agreement shall be to pay the school fees then authorized by statute to be levied against such uses. 8. <u>Notice to New Owners and Acknowledgment</u>. Before each and every portion of the Property is conveyed, the then current Landowner(s) of the portion of the Property to be conveyed, (which may be the original Landowner or the original Landowner's heir, successor-ininterest, or assign) shall disclose and require any builder thereon to disclose to the subsequent purchaser(s) or subsequent owner(s) prior to the close of escrow that the Property lies within the Center Joint Unified School District. The then current Landowner shall obtain the subsequent owner's written acknowledgement of this notice prior to the close of escrow. Within fifteen (15) days of each conveyance of all or a portion of the Property, the then current Landowner who has provided the notice and obtained the written acknowledgement shall provide a copy of the notice and the acknowledgment to the District. After an individual homeowner has acquired a lot with a home already constructed thereon, this provision shall no longer apply to that portion of the Property.

9. <u>Binding On Heirs, Successors, and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns. Retail tenants and homeowners in the Project are not heirs, successors, and assigns and are not subject to this Agreement.

10. <u>Covenant Running With the Land</u>. This Agreement is for the benefit of the District and the Property shown in Exhibit "1" and described in Exhibit "2" and is intended to preserve the value of said Property and enhance its development. This Agreement shall be recorded in the official records of Placer County at or about the same time but not before the Development Agreement(s) with the City are recorded and this Agreement shall constitute a covenant running with the land.

11. <u>Disputes</u>. If a dispute arises relating to the interpretation of, enforcement of, or compliance with the terms of this Agreement, the Landowner and the District shall first attempt to resolve such dispute through informal discussions or negotiations. Any Party may convene such discussions by written notice and shall reasonably accommodate the other Party with respect to scheduling. If the dispute is not resolved in this manner within thirty (30) days, it may be referred to mediation upon the request of either Party for a period not to exceed an additional thirty (30) days. This dispute resolution process shall be undertaken in good faith and exhausted prior to judicial review. However, compliance with this process does not waive any Party's obligation to comply with, or right to assert as a defense, any applicable statute of limitations. The Parties may agree in writing to toll any applicable statute of limitations for such period as may reasonably be necessary to complete the dispute resolution process.

12. Breach, Default, and Cure.

a. <u>Notice of Breach</u>. If a Party materially breaches or fails to comply with any of its obligations under this Agreement, such breaching party shall have thirty (30) days following receipt of written notice of breach from the non-defaulting Party ("Breach Notice") to cure such breach or noncompliance ("Cure Period"). If such breaching Party shall not have cured such breach or noncompliance within the Cure Period and after the expiration of fifteen (15) days from the later of the expiration of the Cure Period and the date it receives written notice of default ("Default Notice"), it shall be deemed in default ("Default") under this Agreement; provided, however, that if the nature of the breach or noncompliance reasonably requires more

than thirty (30) days to cure, the breaching Party shall not be in Default under this Agreement so long as the breaching Party commences such cure within the Cure Period and diligently prosecutes such cure, and provided further that each of the Breach Notice and the Default Notice shall set forth in reasonable detail the nature of the breach, noncompliance, or Default, as the case may be. Copies of all notices required hereunder shall be sent to all Parties to this Agreement.

b. <u>Default Remedies</u>. Upon a Default pursuant to Section 12(a), the non-defaulting Party shall have the following cumulative rights and remedies: (a) to specifically enforce the obligations under this Agreement, or (b) to exercise any and all other rights and remedies the non-defaulting Party may have under this Agreement and/or under the law by reason of the Default.

13. Assignment of Liability.

a. <u>In General</u>. Landowner acknowledges that all terms and conditions of this Agreement shall be binding on all successors-in-interest, including but not limited to purchasers of all or a portion of each Landowner's Property. Provided, however, bona fide, good faith purchasers of completed homes shall not be subject to the provisions of this Agreement.

b. <u>Notice of Assignment, Assignment, and Assumption Agreement</u>. Upon any sale or transfer of any parcel of land in bulk or individual lot which occurs prior to issuance of final building inspection or certificate of occupancy, Landowner shall give written notice of the sale or transfer, including the name, address, and telephone number of purchaser or transferee to the District. Landowner and any successor-in-interest to the Landowner subject to this Agreement shall execute an Assignment and Assumption Agreement in a form which reflects and acknowledges the terms of this Agreement. A sample form Assignment and Assumption Agreement is attached as **Exhibit "7."**

14. <u>Termination of Agreement</u>. This Agreement shall automatically be terminated, without any further action by either Party or need to record any additional document, with respect to any residential lot within the Project, when all of the following conditions are met: full payment of developer fees as stated in Section 2 with respect to such residential lot, the completion of a fully improved lot, the conveyance of such improved residential lot by Landowner, or any successorin-interest of Landowner, to a bona-fide good faith purchaser thereof and the occupancy of the residences on said residential lot.

15. <u>Notices</u>. All notices or other communications that may be given under this Agreement shall be in writing and shall be served personally or by certified or first-class mail, postage prepaid, return receipt requested, or sent by overnight delivery, postage prepaid, addressed as follows, or to such other address as either Party may provide the other Party in writing:

Notices to the District shall be addressed to the following address:

Center Joint Unified School District 8408 Watt Avenue Antelope, California 95843-9116 Attn: Assistant Superintendent, Facilities and Operations Notices to Landowner shall be addressed to the following address:

Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attn: John L. Mourier, III

and shall also be copied to:

Marcus J. Lo Duca, Esq. Lo Duca & Avdis LLP 3200 Douglas Boulevard, Suite 300 Roseville, California 95661

16. <u>Entire Agreement, Waivers, and Amendments</u>. This Agreement and any written agreement entered into by the Parties with respect to the Property, incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by District and Landowner which has not then completed development of its Property.

17. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one in the same Agreement.

18. <u>California Law</u>. This Agreement shall be governed and construed in accordance with the laws of the State of California.

19. Additional Representations of Authority.

a. Landowner represents and warrants that the individual(s) executing this Agreement on its behalf have the legal power, right, and actual authority to bind Landowner to the terms and conditions of this Agreement.

b. District represents and warrants that the individual executing this Agreement on behalf of District has the legal power, right, and actual authority to bind the District to the terms and conditions of this Agreement.

20. <u>Severability</u>. Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

21. <u>Time</u>. Time is of the essence of this Agreement and of each and every term.

22. <u>Attorney's Fees</u>. In the event of any action or proceeding brought by either Party against the other Party under this Agreement, the prevailing Party shall be entitled to recover its

reasonable attorney's fees and costs in such action or proceeding in such amount as the court may adjudge.

23. <u>Assignment</u>. Landowner shall not assign this Agreement or any right or privilege under this Agreement without the prior written consent of District, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon prior written notice to the District, Landowner may assign this Agreement to Landowner's subsequent purchaser(s) of Landowner's Property, or any portion thereof, including builders, or to any affiliate of Landowner owned or controlled by Landowner, without first obtaining District consent.

24. <u>Third Party Beneficiaries</u>. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

25. <u>Exhibits</u>. The Exhibits attached to this Agreement are incorporated herein by this reference and made a part hereof. Said Exhibits are identified as follows:

Exhibit "1" Map of Specific Plan Owners' Property
Exhibit "2" Legal Description of Landowner's Property
Exhibit "3" List of Specific Plan Owners' Property, Assessor's Parcel Numbers, and Contact Information
Exhibit "4" Maps of Proposed School Sites
Exhibit "5" List of All Current Owners of Initially Reserved School Sites, Assessor's Parcel Numbers, and Contact Information
Exhibit "6" Center Joint Unified School District DUE Allocation for Pro Rata Share of Potential Future Eminent Domain Costs
Exhibit "7" Sample Form of Assignment and Assumption

26. <u>Effect of Recitals</u>. The Recitals above are deemed true and correct, are hereby incorporated into this Paragraph as though fully set forth herein, and Landowner and District acknowledge and agree that they are each bound by the same.

27. Force Majeure. Each Party's obligations hereunder shall be delayed (i) by the acts, omissions, delays, or neglect of the other Party, any employees or agents of the other Party, any contractor employed by the other Party, and any subcontractor, employees, or agents of such contractor employed by the other Party, (ii) by acts of God, (iii) by climatic conditions (including without limitation any time periods for which the Party's work or any part thereof is stopped or delayed due to rain or other weather problems), (iv) by unavoidable casualties, (v) by labor disputes beyond the Party's control, (vi) by shortages or unavailability of materials beyond the Party's control, (vii) by any act, omission, neglect, or delay in acting by any governmental agency, or (viii) by any other causes beyond the Party's control (collectively, "Force Majeure Event") for a time period equal to such delay.

28. <u>Nondiscrimination</u>. There shall be no discrimination by Landowner or District against any person on account of race, color, religion, sex, marital status, national origin, or ancestry in the performance of their respective obligations under this Agreement.

29. <u>Rights and Remedies Are Cumulative</u>. Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same Default or any other Default by another Party.

30. <u>Provisions Required by Law Deemed Inserted</u>. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party, the Agreement shall forthwith be physically amended to make such insertion or correction.

31. <u>Cooperation</u>. District and Landowner acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to accomplish the objectives and requirements that are set out in this Agreement. Both District and Landowner hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete this transaction in accordance with the intent of the Parties as evidenced in this Agreement and attached Exhibits hereto.

32. <u>Interpretation Guides</u>. In interpreting this Agreement, it shall be deemed that the Agreement was prepared by the Parties jointly and no ambiguity shall be resolved against either Party on the premise that it or its attorneys were responsible for drafting this Agreement or any provision thereof. Headings used in this Agreement are for convenience and ease of reference only and are not intended nor may be constructed as a guide to interpret any provision of this Agreement.

33. <u>Due Authority of Signatories to Execute Agreement</u>. Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the Party which he or she represents to enter into this Agreement on behalf of the Party.

34. <u>No Joint Venture</u>. The relationship of the Parties to this Agreement is determined solely by the provisions of this Agreement. This Agreement does not create and shall not be construed to create any agency, partnership, joint venture, trust, or other relationship with duties or incidents different from those of parties to an arm's length contract.

35. <u>Eminent Domain</u>. Nothing in this Agreement shall prevent the District from exercising its rights of eminent domain pursuant to law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

BY: Scott Loehr Superintendent APPROVED AS TO FORM: Date: <u>/-/0-//</u> ATKINSON, ANDELSON, LOYA, **RUUD & ROMO** BY: Eliapith Bifeare Elizabeth B. Hearey, Esq. Counsel for Center Joint Unified School District -130/10 Date: LANDOWNER MOURIER INVESTMENTS, LLC a California lim iability **60** n BY

Date: /-6-//

Date:

John L. Mourier, III Rod Yamana Its: Managing Member CFO

BUCE MALIST

CENTER JOINT UNIFIED SCHOOL DISTRICT

APPROVED AS TO FORM:

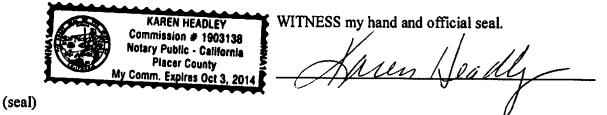
LO DUCA & AVDIS LLP BY: 4 Marcus J. Lo Duca, Esq.

Marcus J. Lo Duca, Esq. Counsel for Landowner

STATE OF CALIFORNIA) COUNTY OF $\underline{P|Acer}$)

On 12-30-10, before me, <u>Karen Headley</u>, Notary Public, personally appeared <u>Rod Yarvanaka</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



STATE OF CALIFORNIA) COUNTY OF <u>Plazer</u>)

On <u>12-30-10</u>, before me, <u>Laren Headley</u>, Notary Public, personally appeared <u>BRuce MEALSter</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in (his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

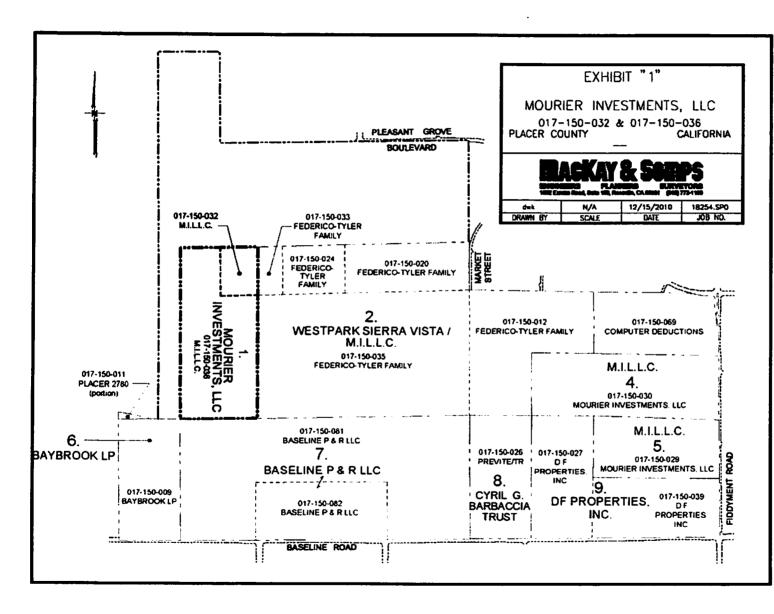
KAREN HEADLEY Commission # 1903138 Notary Public - California Placer County My Comm. Expires Oct 3, 2014 (seal)

WITNESS my hand and official seal.

Mary Dead



MAP OF SPECIFIC PLAN OWNERS' PROPERTY



17

EXHIBIT "2"

LEGAL DESCRIPTIONS OF LANDOWNER'S PROPERTY

All that real property situated in a portion of Sections 26, 27, 34 & 35, Township 11 North, Range 5 East, Mount Diablo Meridian, County of Placer, State of California, being more particularly described as follows:

Property No.1 APN's 017-150-032 & 036

The West 801.43 feet of the South 1056.00 feet of said Section 26; the South 1056.00 feet of the East Half of the Southeast Quarter of said Section 27, EXCEPTING THEREFROM the West 471.43 feet thereof; the East Half of the Northeast Quarter of said Section 34, EXCEPTING THEREFROM the West 471.43 feet thereof; the West 801.43 feet of the North Half of said Section 35.

Containing 140.1 acres, more or less.

EXHIBIT "3"

,

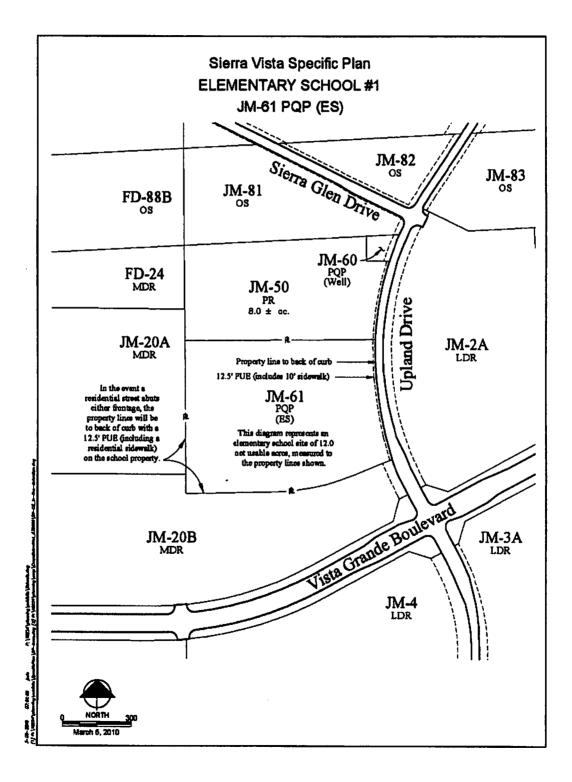
LIST OF SPECIFIC PLAN OWNERS' PROPERTY, ASSESSOR'S PARCEL NUMBERS, AND CONTACT INFORMATION

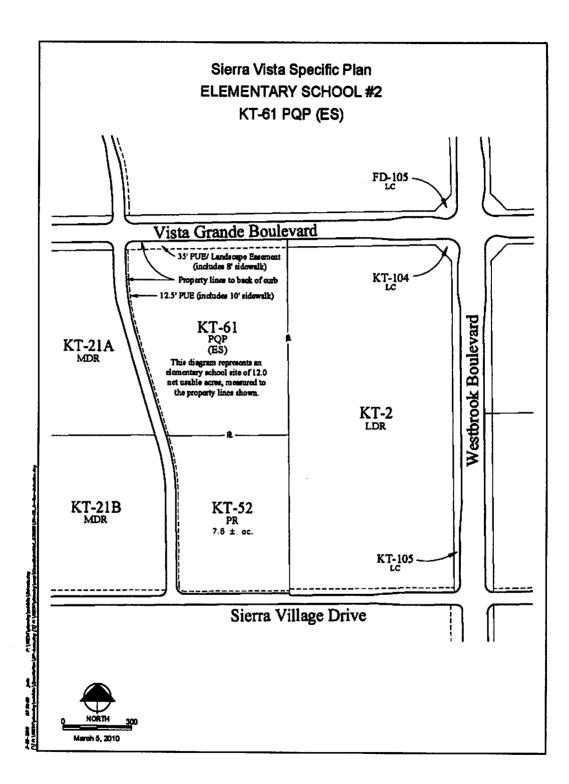
Reference Number	APN Number	Landowner
1	017-150-036 and 017-150-032	Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III
2	017-150-035 017-150-033 017-150-024 017-150-020 017-150-012	Westpark Sierra Vista, LLC 1700 Eureka Road, Suite 140 Roseville, CA 95661 Attention: John Murray Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III Federico-Tyler Family Limited Partnership 4955 E. Anderson, Suite 115 Fresno, CA 93727 Attention: Leonard A. Federico
3	Number intentionally removed	
4	017-150-030	Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III
5	017-150-029	Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III
6	017-150-009	Baybrook Limited Partnership c/o Regas, Frezados & Harp 111 West Washington Street, Suite 1525 Chicago, IL 60602 Attention: Mr. James A. Regas

Reference Number	APN Number	Landowner
7	017-150-081 and 017-150-082	Baseline P&R, LLC 7700 College Town Drive, Suite 101 Sacramento, CA 95826 Attention: Mark Enes
8	017-150-026	The Cyril G. Barbaccia Irrevocable Trust Dated December 15, 1976 950 South Bascom, Suite 1113 San Jose, CA 95128 Attention: Jack Previte, Trustee
9	017-150-027 and 017-150-039	DF Properties, Inc. 2013 Opportunity Drive, Suite 140 Roseville, CA 95678 Attention: Jeff Ronten, EVP/CFO

EXHIBIT "4"

MAPS OF PROPOSED SCHOOL SITES





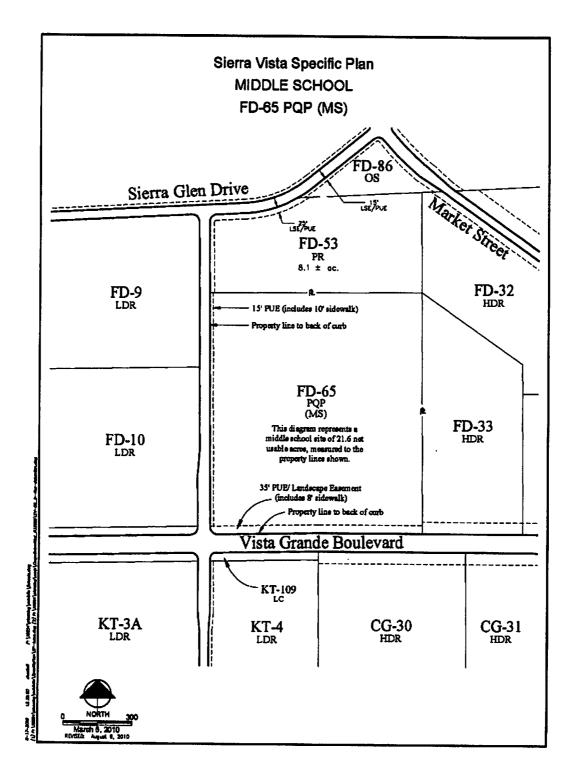


EXHIBIT "5"

LIST OF ALL CURRENT OWNERS OF INITIALLY RESERVED SCHOOL SITES, ASSESSOR'S PARCEL NUMBERS, AND CONTACT INFORMATION

Specific Plan Reference Parcel Number	APN Number	Landowner
FD 65 Middle School (21.60 net useable acres)	017-150-035	Westpark Sierra Vista, LLC 1700 Eureka Road, Suite 140 Roseville, CA 95661 Attention: John Murrary Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III Federico-Tyler Family Limited Partnership 4955 E. Anderson, Suite 115 Fresno, CA 93727 Attention: Leonard A. Federico
JM - 61 Elementary School (12.0 net usable acres)	017-150-030	Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III
KT-61 Elementary School (12.0 net usable acres)	017-150-081	Baseline P&R, LLC 7700 College Town Drive, Suite 101 Sacramento, CA 95826 Attention: Mark Enes

EXHIBIT "6"

CENTER JOINT UNIFIED SCHOOL DISTRICT DUE ALLOCATION FOR PRO RATA SHARE OF POTENTIAL FUTURE EMINENT DOMAIN COSTS

PARGER	GENERAL DE ANTEANDORA	210 11110 .	A (15 G	9110024010	11073	74 of SVSP
	(Gpue do 19 as Cana 19 as			1886.		11033
09-1	LDR flockforting	R8/D8	23.0	115	115	2.20%
00-20	MDR (Residentia)	R8/D8	49		- 4	0.84%
CG-30	HDR Residentiat	Rå	14.0	420	247	5.51%
CG31	HDR (Realdential	RJ	14.5	420	297	5.51%
sub lotais (C	JG8)		53.5	(00	1,4	1407%
CO-1	LDR (Realdentiel)	R8/D8		3	3	0.0.5
CO2A	LDR (Residential)	RS/DS	142	71	71	1.30%
CO-28	LDR (Residentia)	R\$/D\$	14,5	73	73	1.40%
CO3	LDR (Residentie)	R8/D8	157	78	78	1.50%
CO-20	MDR (Residentia)	R8/D8	24	84	- 84	1.01%
0021	MDR (Residentia)	R8/D8	5.0	50	50	0.97%
0022	MDR (Residentia)	R8/D8	43	43	ß	0.82%
00-40	CC (Commercial)	CC	01		0	0.00%
sub-lotais (C	Jenley)		851	402	4.12	7.71%
DF-1		Tistie is	213	101	101	1.55%
DF-2	LDR Flaskentis	R8/DS	32	16	18	0.31%
DF-20	MDR (Residentia)	R8/D9	14.5	113	(13	217%
DF-40	CC (Commercial)	GC	12.5		8	0.15%
DF-41	CC (Commercial)	GC	29.3		(9	0.35%
DF-42	CC (Commercial)	GC	402		25	0.40%
Bub-totals (L	JE Proporties)		420.1	230	782	5.2%
FD-2		R8/D8	15.3		81	1.55%
FD-4	LDR Renkerite	R8/D8	1.0	9	9	0.17%
FD6	LDR Residenta	R8/D8		87	87	1.57%
FD-8	LDR (Residentia)	R8/D8	13.8			1.32%
FD-7	LDR Residentia	RS/DS	85	E .	ē	0.81%
FD-8A	LDR (Residentia)	R8/D9	5.8	78	78	1.50%
FD-88	LDR (Residentia)	R8/D8	73	88	88	1.65%
FD-9	LDR (Residentia)	R\$/D\$	18.3	<u>91</u>		1.74%
FD-10	LDR (Residentia)	R8/D8	18.7	<u>83</u>	93	179%
FD-21	NDR (Residential)	R8/D8	227	204	201	3.01%
FD-23	MOR Recidential)	R8/D8	15.9	143	143	274%
FD-24	MDR Residentel	R8/D8	10.7	9	98	T.BIN
FD-32	HDR Residential	R3	89	178	122	233
FD-33	HOR Residentia	R3		172	····· (19)	220
FD-40	CC (Commercia)	CC	75		5	0.00%
FD-41	Commercial Mixed Use	CMU/SA	67	40	31	0.50%
Bub lotels (F			:077	1,469	1,354	25.96%

One LDR Unit = 1 EDU	ETON
----------------------	-------------

%001	2,216	285.2	303.2			JATOT
58832	H)(2)	DI SI I	8.652		(เวอพดุงเซง(ป)	v) signations
12 A	8		52	ABNOO	Commercial and a second second	KI-B
\$110	9		88	20	CC (Commercial)	KI-65
16910	æ		22	29	CC (Comments)	KL-41
5018	90)	139	6.91	CMURA	Commercial Mond Use)	K1-108
%870	30	30	62	CMU/SA	CC (Commercial Moned Use)	KI-10V
5451	<u></u>	(20)	51	2	Himebiers RCH	K1-30
SOFE	19 1	19 1	9.8	80/87	(ethepian) AGM	K1-543
SOFE	A9 }	191	0.61	80/82	(calification) ACM	KI-SN
SATE .	305	305	228	80/82	(eitrebian), ROM	K1-50
2012	SE!	ee)	5 2	80/82	(alimbian) AQ1	K1-9
SOFT	<u> </u>	14	ен	60/68	(Billim Biang) AGJ	K1-1
508'l			10	80/8H	Californian Picture	RT-38
218.1	99	96	83	SC/SH	(eitrestentie) ACL	KT-3A
22.4	BH I	8)}	202	\$CI/8H	detinables Fall	K1-5
9485 I	2)	Z)	102	80/8H	deline black PCL	KL-IB
561	20	22	51	\$Q/\$¥	(Sameland Hull	KT-IA
81081	(₽ 6	633	0151		(ລາງ ຣາກອກາຊາທາງຄອບຜູ	AL SBIOLADS
1610	0)		19	CC/BA	Commercial account and	19 -1 41
1600	31	01	15	CW/N8V		OHNE
SZZ C	891	66)	18	80/81	(altrebianty PCM	1WSI
3368	(B)	601	8.81	8Q/8H	Celinebian RUM	BOEWIN
396	06)	061	I'R	80/8¥	Gethebimite HOM	VOEWI
5218	ici	ICI	SE	80/82	(Bilinbine) HCI	TWI
\$451	8	28	171	SO/SH	(atmbiant Roll	EEWI
1.25.8	69	69	818	SCI/SH		VEWI
Ser O	31	21	63	SC/SH	Celmbian Hu	11158-5
SE 1	<u>69</u>	. 65	C H	80/6A	(etheritan) Ruj	114343
10013		CENC			(ang protection (ang come of the state of th	W TWI I
8818312 Z	14301	dhyseny	1.44.69	Testos,	na coltava patvo na oku se ka no	11.0494

.

EXHIBIT "7"

SAMPLE ASSIGNMENT AND ASSUMPTION AGREEMENT

WHEN RECORDED, RETURN TO:

ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO THE AGREEMENT BETWEEN THE CENTER JOINT UNIFIED SCHOOL DISTRICT AND ______ Entitled "LANDOWNER'S DEVELOPMENT AGREEMENT (_______; Sierra Vista)"

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 20__, by and between ______, a_____ (hereinafter" Assignor"), and ______, a_____

(hereinafter "Assignee").

RECITALS

A. On ______, 2010, the Center Joint Unified School District ("District") and _______ entered into that certain agreement entitled "Landowner's Development Agreement (_______; Sierra Vista)" (hereinafter, the "Landowner/Center Agreement"). Pursuant thereto, Landowner agreed to mitigate the impacts of development of Landowner's property (hereinafter, the "Subject Property") which is located within the Sierra Vista Specific Plan. The Landowner/Center Agreement was made binding upon the Landowner and subsequent owners of the Subject Property. The Landowner/Center Agreement was recorded against the Subject Property in the Official Records of Placer County on _____, 2010 [Instrument No. ____].

B. Assignor is the current owner of all or a portion of the Subject Property.

C. Assignor intends to convey to Assignee all or a portion of the Subject Property commonly referred to as Parcel(s) ____, and more particularly identified and described in

Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel(s)").

D. Assignor desires to assign and Assignee desires to assume all of Assignor's right, title, interest, burdens and obligations under the Landowner/Center Agreement with respect to and as related to the Assigned Parcel(s).

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, effective as of Assignor's conveyance of the Assigned Parcel(s) to Assignee, all of the rights, title, interest, burdens and obligations of Assignor under the Landowner/Center Agreement with respect to the Assigned Parcel(s). Assignor retains all the rights, title, interest, burdens and obligations under the Landowner/Center Agreement with respect to all other property within the Subject Property owned by Assignor.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Landowner under the Landowner/Center Agreement with respect to the Assigned Parcel(s), and agrees to observe and fully perform all of the duties and obligations of Assignor as Landowner under the Landowner/Center Agreement with respect to the Assigned Parcel(s), and to be subject to all the terms and conditions thereof with respect to the Assigned Parcel(s). The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel(s) to Assignee, Assignee shall become substituted for Assignor as the "Landowner" under the Landowner/Center Agreement with respect to the Assigned Parcel(s), and Assignor shall be released of all obligations under the Landowner/Center Agreement for the Assigned Parcel(s) so conveyed.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. The Notice Address described in Section 15 of the Landowner/Center Agreement for the Landowner with respect to the Assigned Parcel(s) shall be:

Attn:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

ASSIGNOR:

By: _____ Print Name: _____ Title: _____

ASSIGNEE:

By: ______ Print Name: ______ Title: ______

STATE OF CALIFORNIA)) ss. COUNTY OF _______, before me, ______, Notary Public, personally appeared _______, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

STATE OF CALIFORNIA)) ss. COUNTY OF _____)

On ______, before me, ______, Notary Public, personally appeared ______, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Recording Requested by:

Elizabeth B. Hearey, Esq. Atkinson, Andelson, Loya, Ruud & Romo For the benefit of Center Joint Unified School District No fee under Government Code section 6103

When Recorded Mail to:

Elizabeth B. Hearey, Esq. Atkinson, Andelson, Loya, Ruud & Romo 5075 Hopyard Road, Suite 210 Pleasanton, CA 94588

(SPACE ABOVE THIS LINE RESERVED FOR RECORDERS USE)

LANDOWNER'S DEVELOPMENT AGREEMENT (Westpark Sierra Vista, LLC; Mourier Investments, LLC; Federico-Tyler Family Limited Partnership; Sierra Vista - Property No. 2)

This Landowner's Development Agreement ("Agreement"), dated for reference purposes as of January 19, 2011, is entered into by and between the Center Joint Unified School District ("District"), a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California, and Westpark Sierra Vista, LLC, Mourier Investments, LLC, and Federico-Tyler Family Limited Partnership (collectively "Landowner") which are the owners of certain property and/or options to acquire property planned for urban uses within the Sierra Vista Specific Plan (hereinafter referred to as the "Specific Plan"). District and Landowner are sometimes referred to individually as a "Party" and collectively as the "Parties."

Recitals

A. WHEREAS, Landowner's property (Assessor's Parcel Nos. 017-150-035, 017-150-033, 017-150-024, 017-150-020, 017-150-012) which is subject to this Agreement and which lies within the Sierra Vista Specific Plan, is depicted on Exhibit "1" (Map of Specific Plan Owners' Property) and is more particularly described in Exhibit "2" (Legal Description Landowner's Property) attached hereto ("Property"); and

B. WHEREAS, all owners of property within the Sierra Vista Specific Plan, with the exception of those property owners described below in Recital "E," are referred to herein as "Specific Plan Owners"; and

C. WHEREAS, the Specific Plan Owners, the property they own within the Specific Plan ("Specific Plan Owners' Property"), and their contact information is described in **Exhibit "3"** (List of Specific Plan Owners' Property, Assessor's Parcel Numbers, and Contact Information); and

D. WHEREAS, all Specific Plan Owners are entering into separate similar development agreements with the District with respect to their property and obligations; and

E. WHEREAS, one portion of the Specific Plan which lies within the District is designated "Urban Reserve" and is currently owned by Westpark S.V. 400, LLC and the Chan family, entities and persons who are not entering into a Development Agreement with the District at this time; and one other portion of the Specific Plan, known as Assessor's Parcel Number 017-150-069, is owned by Computer Deductions, an entity which is also unwilling to enter into a Development Agreement with the District at this time; the owners of the properties described above in this Recital are excluded from the definition of "Specific Plan Owners" for purposes of this Agreement; and

F. WHEREAS, the Property within the Specific Plan is located within an area proposed for annexation to the City of Roseville ("City"); and

G. WHEREAS, the Specific Plan dated May 5, 2010, and approved by the City on that date foresees the development of six thousand six hundred fifty (6,650) student-producing dwelling units and approximately two hundred fifteen (215) acres of commercial development, of which approximately five thousand eight hundred seventy-one (5,871) student-producing dwelling units and two hundred fifteen (215) acres of commercial development lie within the District portion of the Specific Plan ("Specific Plan Owners' Development" or "Project"); and

H. WHEREAS, there are three school districts which serve the Sierra Vista Specific Plan area including: Roseville City School District, Roseville Joint Union High School District, and the Center Joint Unified School District; and

I. WHEREAS, the District anticipates that approximately one thousand five hundred forty-five (1,545) elementary school students, approximately seven hundred sixty-three (763) middle school students, and one thousand one hundred thirty-three (1,133) high school students will be generated for the District from the Project; and

J. WHEREAS, the Specific Plan Owners' development of the Project will increase the size of the student population within the District and require the building of one (1) middle school and two (2) elementary schools; and

K. WHEREAS, the first construction of the Project is expected to commence in 2012 with the first units occupied in 2013; and

L. WHEREAS, the Parties wish to ensure the orderly and expeditious design and construction of school facilities to house students generated by the Project; and

M. WHEREAS, Landowner has entered into a separate development agreement with the City ("City Development Agreement") and has obtained urban zoning for its Property consistent with the Specific Plan; and,

N. WHEREAS, Landowner represents that all entities and persons with an option to purchase Landowner's Property, or a portion thereof, are Parties to this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. <u>Term</u>. This Agreement shall not be effective until all of the following have occurred: execution of this Agreement by the Parties, execution of similar development agreements between the District and all of the Specific Plan Owners, City approval of the Sierra Vista Specific Plan, execution of development agreements between all of the Specific Plan Owners and the City ("City Development Agreements"), and recordation of the City Development Agreements ("Effective Date"). Thereafter, this Agreement shall remain in full force and effect until the Landowner makes all of the payments contemplated herein and discharges its duties under the Agreement.

2. <u>Developer Fees</u>. The District intends to assess developer fees against the Property within the Sierra Vista Specific Plan and within the District's boundaries, pursuant to California Government Code section 65995, *et seq.* The current fees in effect at the time of execution of the Agreement will not determine the level of fees which will be payable by Landowner. The fees payable will be those in effect at the time the fees are payable. The fees payable may be equal to, greater than, or less than the fees currently assessed. This Agreement shall in no way condition, limit, modify, or terminate these statutory rights of the District to impose fees.

3. <u>Covenant to Sell School Sites</u>.

a. <u>Currently Identified School Sites</u>.

(1) The Development of all Specific Plan Owners' Property is anticipated to generate the need for two (2) elementary schools and one (1) middle school. The Specific Plan Owners have agreed to reserve two (2) sites for elementary schools and one (1) site for a middle school ("School Sites") and to sell the School Sites to the District in accordance with the terms of this Agreement and the other Specific Plan Owners' separate development agreements with the District.

(2) The Maps of Proposed School Sites attached as Exhibit "4" depict the currently proposed locations for the identified middle school (FD-65) and two identified elementary schools (KT-61 and JM-61) within the Specific Plan.

(3) The locations of the School Sites may change in the event that the School Sites identified and depicted on Exhibit "4" are not acceptable to the District or the Landowner chooses not to remediate a School Site(s). Therefore, Landowner currently is or may become a School Site owner.

b. <u>Time of Sale</u>.

(1) Each School Site will be sold and delivered in construction-ready condition (see 3.d. below for definition of "construction-ready") as and when requested by the District and subject to the District's receiving approval of the School Site(s) from the California Department of Education and obtaining funding for the purchase(s).

(2) <u>Time for Request to Purchase</u>. The District may make a request to purchase the School Sites according to the following schedule:

(i) <u>School Site E-1 (Specific Plan Parcel JM-61)</u>: The District may request to purchase School Site E-1 any time after the City issues the 150th residential building permit within the District's portion of the Specific Plan area, but no later than the later of one hundred eighty (180) days after the City issues the 2,000th building permit within the District's portion of the Specific Plan area or completion of all necessary work for School Site approval by the California Department of Education, which approval the District shall seek using reasonable, good faith efforts.

(ii) <u>School Site E-2 (Specific Plan Parcel FD-65)</u>: The District may request to purchase School Site E-2 any time after the City issues the 2,750th residential building permit within the District's portion of the Specific Plan area, but no later than the later of one hundred eighty (180) days after the City issues the 4,000th residential building permit within the District's portion of the Specific Plan or completion of all necessary work for School Site approval by the California Department of Education, which approval the District shall seek using reasonable, good faith efforts. In addition, for School Site E-2, the District may also request that the Specific Plan Owner that owns the School Site sell the School Site before the City issues the 2,750th residential building permit within the District's portion of the Specific Plan area if development is occurring immediately around School Site E-2 and public improvements necessary to serve the School Site have been constructed.

(iii) <u>School Site E-3 (Specific Plan Parcel KT-61)</u>: Any time after the City issues the 2,000th residential building permit within the District's portion of the Specific Plan area, but no later than one hundred eighty (180) days after the City issues the 3,250th residential building permit within the District's portion of the Specific Plan or completion of all necessary work for the School Site approval by the California Department of Education, which approval the District shall seek using reasonable, good faith efforts.

(3) <u>School Site E-1, Options Available to Developers of First 150 Residential</u> <u>Units for the Schedule of Improvements and Access to School Site</u>. Those Specific Plan Owners (or successors in interest) who have developed in the Plan Area by obtaining a building permit prior to or at the time that any Specific Plan Owner (or successor in interest) triggers the permit threshold set forth above for a particular School Site are referred to herein as "Developing Specific Plan Owners." Developing Specific Plan Owners may collectively elect one of the following options for providing initial school facilities within thirty (30) days of District's request to purchase School Site E-1. Developing Specific Plan Owners shall not be required to construct the site improvements to School Site E-1 except as set forth below:

<u>Option 1.</u> <u>Develop School Site E-1</u>. Obtain from landowner of School Site E-1 the rights to develop and thereafter execute or cause the execution of the sale of School Site E-1 to

the District, subject to the following modified requirements for allowing the District access and the timeline for the construction of improvements:

(a) Nine (9) months after the District's request to purchase School Site E-1, provide the District with access to School Site E-1 via a gravel road. The corners of School Site E-1 shall be marked, but shall not be required to be monumented until the legal parcel for the School Site E-1 is created;

(b) Twenty-one (21) months after the District's request to purchase School Site E-1, provide adequate water service to School Site E-1 to support school construction (which service may be temporary);

(c) Twenty-four (24) months after the District's request to purchase School Site E-1, provide temporary electrical service to School Site E-1; and,

(d) Thirty-six (36) months after the District's request to purchase School Site E-1, complete all connections to all utilities and required frontage improvements for School Site E-1.

Notwithstanding the foregoing, after the occupancy of one hundred fifty (150) K-6 students within the Specific Plan (which is estimated to be occupancy of 424 LDR/MDR units using District student generation rates), School Site E-1 shall be provided in construction-ready status as described in Section 3.d. below within ninety (90) days or the builders and Specific Plan Owners shall stop obtaining additional occupancy permits within the Specific Plan. Student occupancy, not the number of LDR/MDR units, shall control.

Except as expressly modified by this paragraph, all provisions and timelines for the improvement and sale of School Site-E-1 shall apply.

<u>Option 2</u>. <u>Transportation</u>. Provide the District with transportation costs for students that occupy any residential unit within the initial development of the Specific Plan and as follows:

Number of Studenter	(to be paid in advance on exercise of	Fee for Service for Second. Three (3) Years of Transportation (to be paid before the beginning of the second three (3) years.)
1-56	\$710,000.00	\$710,000.00
57-103	\$710,000.00	\$710,000.00
104-150	\$710,000.00	\$710,000.00

Fees shall be paid for student transportation until School Site E-1 improvements are completed and the site is delivered to the District at close of escrow.

Transportation fees shall be charged up to a maximum of six (6) years.

Notwithstanding the foregoing, after the occupancy of one hundred fifty (150) K-6 students within the Specific Plan (which is estimated to be occupancy of 424 LDR/MDR units using District student generation rates), School Site E-1 shall be provided in construction-ready status as described in Section 3.d. below within ninety (90) days or the builders and Specific Plan Owners shall stop obtaining additional occupancy permits within the Specific Plan. Student occupancy, not the number of LDR/MDR units, shall control.

<u>Option 3.</u> <u>Temporary School Site</u>. Provide, at no expense to the District, a temporary School Site with the following provided:

(a) A secure fenced rectangular site of a minimum of 5.5 acres with a width to length ratio of no greater than 0.75.

(b) Developed frontage to include curb, gutter, and sidewalk and a bus pullout to City of Roseville Planning Department specifications.

(c) On-site parking of a minimum of forty (40) spaces.

(d) All utilities that are described and enumerated in this Agreement for School Site E-1.

(e) A level asphalt area of 20,000 square feet to be used for relocatable building placement and hardcourt playfields.

(f) Four (4) acres of level turf playfields.

(g) Four (4) relocatable Division of the State Architect (DSA) approved classrooms, one of which is equipped with two restrooms suitable for kindergarten children.

(h) Four (4) portable DSA approved restroom facilities (in one (1) or two (2) structures), two (2) for students and two (2) for staff.

(i) A DSA approved portable multipurpose room with a minimum of 1,920 square feet of open area.

(j) A DSA approved 960 square-foot office facility to accommodate the site administrator, nurse, attendance clerk, and custodian.

(k) DSA approved play apparatus for K-5 students.

(1) Notwithstanding the foregoing, within ninety (90) days of occupancy of one hundred fifty (150) students within the Specific Plan (which is estimated to be occupancy of 424 LDR/MDR units using District student generation rates), provide the site identified as School Site E-1 in construction-ready status as

described in Section (3) above or the builders and/or owners shall stop obtaining additional occupancy permits within the Specific Plan. Student occupancy, not the number of LDR/MDR units, shall control.

If no option is selected within thirty (30) days of the District's request to buy School Site E-1, the Developing Specific Plan Owners shall be deemed to have selected Option 2 (Transportation).

School Site E-2 and E-3, Schedule of Improvements, and Access to (4) School Sites. The Landowners of School Sites E-2 and E-3 shall give the Developing Specific Plan Owners the right to develop School Sites E-2 and E-3 and the Landowners of School Sites E-2 and E-3 shall thereafter execute or cause the execution of the sale of School Sites E-2 and E-3 to the District. With respect to School Sites E-2 and E-3, the Developing Specific Plan Owners shall use commercially reasonable diligent efforts to complete the design of the improvement plans for the construction-ready improvements and obtain approval thereof from the City within six (6) months of the District's request. Developing Specific Plan Owners shall complete the construction-ready improvements for School Sites E-2 and E-3 within one (1) year of City and District approval of the improvement plans. The District shall be granted the opportunity to enter each School Site in order to begin the District's environmental testing and investigations within nine (9) months of the date on which the District requests to purchase the School Site. If the Developing Specific Plan Owners fail to provide School Site E-2 or E-3 in a timely manner as set forth herein, the builders and the Specific Plan Owners shall stop obtaining additional occupancy permits within the Specific Plan.

c. <u>Separate Purchase Agreement</u>. To the extent a School Site falls within the Property of Landowner, the Landowner agrees to sell the School Site to the District and the District agrees to purchase the School Site from the Landowner after the District's request to purchase and the California Department of Education approves the School Site. The terms and conditions of each purchase shall be controlled by the provisions set forth in this Agreement and by a separately executed purchase agreement for the School Site.

d. <u>Construction-Ready Parcel</u>. Each School Site owned by Landowner, if any, shall be delivered to the District in a construction-ready condition. Construction-ready is defined as the School Site having a maximum slope of 2% except for street transitions and with utilities and other improvements as set forth below. If the School Site has slopes greater than 2%, then the School Site shall be rough graded, such that commercially reasonable efforts shall be made by such Specific Plan Owners through contour grading so as to achieve no more than a 2% maximum slope between any two points (or as otherwise mutually agreed by the Parties hereto). Utilities shall be stubbed to the School Site in the location(s) selected by the District, and approved by the California Department of Education, including water, sewer, cable hookups, and fiber optics if available. The Developing Specific Plan Owners' engineer and the District's engineer shall work together to evaluate the construction ready site (as defined above) such that earthwork balance can be achieved using commercially reasonable efforts. In addition, curbs, gutters, and roads on two sides adjacent to the School Site, in accordance with District and City plans for the School Site, shall be substantially completed and available for public use as part of such construction-ready condition unless otherwise agreed by the District. The School Site shall

be prepared in accordance with the standards for school site construction, as approved by the Division of State Architect and the California Department of Education, or other applicable authority and shall include the following:

(1) <u>Utilities</u>. Utility services to the property line shall include water, sewer, gas, electricity, cable television, and telephone and fiber optics which shall be stubbed to the School Site. (Notwithstanding the foregoing, fiber optics shall be provided only if available.)

(2) <u>Off-Site Development</u>. Improvements outside of the property lines of each School Site shall include: pavement of streets, curbs, and gutters adjacent to the School Site and the extension of paved streets and permanent or temporary sidewalks as needed to provide access to the School Site from a major roadway.

(3) <u>On-Site Development</u>. Improvements inside of School Site property lines shall include: site clearance and grub for areas to be contour graded, demolition of any existing structures, removal/relocation of utility services, construction ready-site (as defined above), and erosion control, as shown on applicable improvement/grading plans approved by the City of Roseville.

(4) <u>Report Preparation</u>. Landowner agrees to provide District with a Phase 1 hazard report and a soils report for the School Site to be used by District to obtain any required CEQA approval and California Department of Education ("CDE") approval for School Site construction on Landowner's Property. Landowner will assist the District, at no additional cost or liability to District, in obtaining a letter of approval for the School Site purchase from the California Department of Education.

(5) <u>Remediation or Replacement</u>. If the reports prepared in paragraph 3.d.(4) above result in the need for environmental remediation measures or further testing for a specific School Site, the Landowner, if an owner of such School Site, shall, at its sole cost and expense, either fully remediate the condition of the School Site and/or provide such additional testing for the School Site, or provide District with an equivalent replacement School Site satisfactory to the District that does not require remediation and that meets the requirements for a School Site as set forth in this Agreement. Any replacement site shall thereafter be deemed a "School Site" for purposes of this Agreement. This issue of hazardous substances remediation or School Site replacement shall be developed in greater detail in the subsequent purchase agreement for the School Site to be entered into between the Landowner and the District. If the Landowner fails to provide an adequate School Site, the District may bring an eminent domain action to acquire a site within the Specific Plan. All litigation expenses incurred by the District shall be apportioned among the Specific Plan owners in accordance with the apportionment formula for pro rata shares set forth in section 6 below.

e. <u>School Site Size</u>. The construction-ready School Sites shall be approximately and no less than the following size:

- (1) Elementary Schools 12.0 net usable acres for each site;
- (2) Middle School 21.60 net usable acres.

4. <u>Purchase of School Site</u>. The purchase price for a School Site shall be based on the fair market value of the School Site as of the date of acquisition by the District, based on an appraised value of the School Site with the completed improvements installed pursuant to Section 3 above. The appraisal shall be obtained by the District from an appraiser with MAI credentials. The fair market value shall assume underlying residential density for the School Site comparable to the zoning for adjacent residential development (or the average densities thereof if adjacent properties are zoned for different residential densities).

5. <u>Lease-Purchase</u>. As an alternative to purchasing a School Site, and subject to the mutual agreement of the Parties, the District may lease a School Site for a stated period of years, not to exceed five (5) years, at the end of which period the District shall purchase the School Site for the agreed-upon price, reflecting fair market value of the School Site and providing credit for the lease payments, as mutually agreed to by the Parties.

6. <u>Failure to Sell Reserved School Site</u>. The current owners of currently reserved School Sites, their contact information, and the Assessor's Parcel Number for each School Site are listed in **Exhibit "5."** In the event that any Specific Plan Owner who is an owner of a School Site, including the owner of a currently reserved School Site and/or the owner of a replacement School Site described in section 3.d.(5) of this Agreement, refuses to enter into a Purchase Agreement and/or sell a School Site to the District as and when required hereunder, then all of the Specific Plan Owners, including but not limited to the Landowner, shall collectively pay the following amounts to the District:

a. the difference between the District offer of fair market value to purchase such a School Site and the ultimate condemnation award or settlement; and

b. the District's costs and fees, including but not limited to attorneys' fees, incurred to complete the purchase of the School Site by eminent domain.

The costs shall be apportioned to the Specific Plan Owners on a pro-rata basis based on dwelling units equivalents (DUEs) of a Specific Plan Owner's property in the District's portion of the Specific Plan. In the case of commercially zoned properties, a DUE factor shall be established based upon the proportional relationship of the District's per square foot commercial development fee compared to its per square foot residential development fee all as set forth in **Exhibit "6" (Center Joint Unified School District DUE Allocation for Pro Rata Share of Potential Future Eminent Domain Costs)** attached hereto. By way of example only, if the District's per square foot commercial development fee is roughly one-seventh (1/7th) of its per square foot residential development fees, the pro-rata share of the District's eminent domain fees and costs to be apportioned to commercially zoned property would be 1/7 of the pro-rata share per DUE of single-family residentially zoned property.

7. <u>Manner of Financing</u>. District expects to fund the construction, furnishing, and equipping of new school facilities with a combination of District general obligation funds, developer fees described in Section 2, and a State funding contribution. Provided, however, the Parties agree that the sole financial obligation of purely commercial development under this Agreement shall be to pay the school fees then authorized by statute to be levied against such uses.

8. <u>Notice to New Owners and Acknowledgment</u>. Before each and every portion of the Property is conveyed, the then current Landowner(s) of the portion of the Property to be conveyed, (which may be the original Landowner or the original Landowner's heir, successor-ininterest, or assign) shall disclose and require any builder thereon to disclose to the subsequent purchaser(s) or subsequent owner(s) prior to the close of escrow that the Property lies within the Center Joint Unified School District. The then current Landowner shall obtain the subsequent owner's written acknowledgement of this notice prior to the close of escrow. Within fifteen (15) days of each conveyance of all or a portion of the Property, the then current Landowner who has provided the notice and obtained the written acknowledgement shall provide a copy of the notice and the acknowledgment to the District. After an individual homeowner has acquired a lot with a home already constructed thereon, this provision shall no longer apply to that portion of the Property.

9. <u>Binding On Heirs, Successors, and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns. Retail tenants and homeowners in the Project are not heirs, successors, and assigns and are not subject to this Agreement.

10. <u>Covenant Running With the Land</u>. This Agreement is for the benefit of the District and the Property shown in **Exhibit "1"** and described in **Exhibit "2"** and is intended to preserve the value of said Property and enhance its development. This Agreement shall be recorded in the official records of Placer County at or about the same time but not before the Development Agreement(s) with the City are recorded and this Agreement shall constitute a covenant running with the land.

11. <u>Disputes</u>. If a dispute arises relating to the interpretation of, enforcement of, or compliance with the terms of this Agreement, the Landowner and the District shall first attempt to resolve such dispute through informal discussions or negotiations. Any Party may convene such discussions by written notice and shall reasonably accommodate the other Party with respect to scheduling. If the dispute is not resolved in this manner within thirty (30) days, it may be referred to mediation upon the request of either Party for a period not to exceed an additional thirty (30) days. This dispute resolution process shall be undertaken in good faith and exhausted prior to judicial review. However, compliance with this process does not waive any Party's obligation to comply with, or right to assert as a defense, any applicable statute of limitations. The Parties may agree in writing to toll any applicable statute of limitations for such period as may reasonably be necessary to complete the dispute resolution process.

12. Breach, Default, and Cure.

a. <u>Notice of Breach</u>. If a Party materially breaches or fails to comply with any of its obligations under this Agreement, such breaching party shall have thirty (30) days following receipt of written notice of breach from the non-defaulting Party ("Breach Notice") to cure such breach or noncompliance ("Cure Period"). If such breaching Party shall not have cured such breach or noncompliance within the Cure Period and after the expiration of fifteen (15) days from the later of the expiration of the Cure Period and the date it receives written notice of default ("Default Notice"), it shall be deemed in default ("Default") under this Agreement; provided, however, that if the nature of the breach or noncompliance reasonably requires more

than thirty (30) days to cure, the breaching Party shall not be in Default under this Agreement so long as the breaching Party commences such cure within the Cure Period and diligently prosecutes such cure, and provided further that each of the Breach Notice and the Default Notice shall set forth in reasonable detail the nature of the breach, noncompliance, or Default, as the case may be. Copies of all notices required hereunder shall be sent to all Parties to this Agreement.

b. <u>Default Remedies</u>. Upon a Default pursuant to Section 12(a), the non-defaulting Party shall have the following cumulative rights and remedies: (a) to specifically enforce the obligations under this Agreement, or (b) to exercise any and all other rights and remedies the non-defaulting Party may have under this Agreement and/or under the law by reason of the Default.

13. Assignment of Liability.

a. <u>In General</u>. Landowner acknowledges that all terms and conditions of this Agreement shall be binding on all successors-in-interest, including but not limited to purchasers of all or a portion of each Landowner's Property. Provided, however, bona fide, good faith purchasers of completed homes shall not be subject to the provisions of this Agreement.

b. <u>Notice of Assignment, Assignment, and Assumption Agreement</u>. Upon any sale or transfer of any parcel of land in bulk or individual lot which occurs prior to issuance of final building inspection or certificate of occupancy, Landowner shall give written notice of the sale or transfer, including the name, address, and telephone number of purchaser or transferee to the District. Landowner and any successor-in-interest to the Landowner subject to this Agreement shall execute an Assignment and Assumption Agreement in a form which reflects and acknowledges the terms of this Agreement. A sample form Assignment and Assumption Agreement is attached as **Exhibit "7."**

14. <u>Termination of Agreement</u>. This Agreement shall automatically be terminated, without any further action by either Party or need to record any additional document, with respect to any residential lot within the Project, when all of the following conditions are met: full payment of developer fees as stated in Section 2 with respect to such residential lot, the completion of a fully improved lot, the conveyance of such improved residential lot by Landowner, or any successorin-interest of Landowner, to a bona-fide good faith purchaser thereof and the occupancy of the residences on said residential lot.

15. <u>Notices</u>. All notices or other communications that may be given under this Agreement shall be in writing and shall be served personally or by certified or first-class mail, postage prepaid, return receipt requested, or sent by overnight delivery, postage prepaid, addressed as follows, or to such other address as either Party may provide the other Party in writing:

Notices to the District shall be addressed to the following address:

Center Joint Unified School District 8408 Watt Avenue Antelope, California 95843-9116 Attn: Assistant Superintendent, Facilities and Operations Notices to Landowner shall be addressed to the following address:

Westpark Sierra Vista, LLC 1700 Eureka Road, Suite 140 Roseville, CA 95661 Attn: John Murray

Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attn: John L. Mourier, III

Federico-Tyler Family Limited Partnership 4955 E. Anderson, Suite 115 Fresno, CA 93727 Attn: Leonard A. Federico

and shall also be copied to:

Marcus J. Lo Duca, Esq. Lo Duca & Avdis LLP 3200 Douglas Boulevard, Suite 300 Roseville, California 95661

16. <u>Entire Agreement, Waivers, and Amendments</u>. This Agreement and any written agreement entered into by the Parties with respect to the Property, incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by District and Landowner which has not then completed development of its Property.

17. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one in the same Agreement.

18. <u>California Law</u>. This Agreement shall be governed and construed in accordance with the laws of the State of California.

19. Additional Representations of Authority.

a. Landowner represents and warrants that the individual(s) executing this Agreement on its behalf have the legal power, right, and actual authority to bind Landowner to the terms and conditions of this Agreement.

b. District represents and warrants that the individual executing this Agreement on behalf of District has the legal power, right, and actual authority to bind the District to the terms and conditions of this Agreement.

20. <u>Severability</u>. Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

21. <u>Time</u>. Time is of the essence of this Agreement and of each and every term.

22. <u>Attorney's Fees</u>. In the event of any action or proceeding brought by either Party against the other Party under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs in such action or proceeding in such amount as the court may adjudge.

23. <u>Assignment</u>. Landowner shall not assign this Agreement or any right or privilege under this Agreement without the prior written consent of District, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon prior written notice to the District, Landowner may assign this Agreement to Landowner's subsequent purchaser(s) of Landowner's Property, or any portion thereof, including builders, or to any affiliate of Landowner owned or controlled by Landowner, without first obtaining District consent.

24. <u>Third Party Beneficiaries</u>. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

25. <u>Exhibits</u>. The Exhibits attached to this Agreement are incorporated herein by this reference and made a part hereof. Said Exhibits are identified as follows:

Exhibit "1"	Map of Specific Plan Owners' Property
-------------	---------------------------------------

- Exhibit "2" Legal Description of Landowner's Property
- Exhibit "3" List of Specific Plan Owners' Property, Assessor's Parcel Numbers, and Contact Information
- Exhibit "4" Maps of Proposed School Sites
- Exhibit "5" List of All Current Owners of Initially Reserved School Sites, Assessor's Parcel Numbers, and Contact Information
- **Exhibit "6"** Center Joint Unified School District DUE Allocation for Pro Rata Share of Potential Future Eminent Domain Costs
- Exhibit "7" Sample Form of Assignment and Assumption

26. <u>Effect of Recitals</u>. The Recitals above are deemed true and correct, are hereby incorporated into this Paragraph as though fully set forth herein, and Landowner and District acknowledge and agree that they are each bound by the same.

27. Force Majeure. Each Party's obligations hereunder shall be delayed (i) by the acts, omissions, delays, or neglect of the other Party, any employees or agents of the other Party, any contractor employed by the other Party, and any subcontractor, employees, or agents of such contractor employed by the other Party, (ii) by acts of God, (iii) by climatic conditions (including without limitation any time periods for which the Party's work or any part thereof is stopped or delayed due to rain or other weather problems), (iv) by unavoidable casualties, (v) by labor disputes beyond the Party's control, (vi) by shortages or unavailability of materials beyond the Party's control, (vii) by any act, omission, neglect, or delay in acting by any governmental agency, or (viii) by any other causes beyond the Party's control (collectively, "Force Majeure Event") for a time period equal to such delay.

28. <u>Nondiscrimination</u>. There shall be no discrimination by Landowner or District against any person on account of race, color, religion, sex, marital status, national origin, or ancestry in the performance of their respective obligations under this Agreement.

29. <u>Rights and Remedies Are Cumulative</u>. Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same Default or any other Default by another Party.

30. <u>Provisions Required by Law Deemed Inserted.</u> Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party, the Agreement shall forthwith be physically amended to make such insertion or correction.

31. <u>Cooperation</u>. District and Landowner acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to accomplish the objectives and requirements that are set out in this Agreement. Both District and Landowner hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete this transaction in accordance with the intent of the Parties as evidenced in this Agreement and attached Exhibits hereto.

32. <u>Interpretation Guides</u>. In interpreting this Agreement, it shall be deemed that the Agreement was prepared by the Parties jointly and no ambiguity shall be resolved against either Party on the premise that it or its attorneys were responsible for drafting this Agreement or any provision thereof. Headings used in this Agreement are for convenience and ease of reference only and are not intended nor may be constructed as a guide to interpret any provision of this Agreement.

33. <u>Due Authority of Signatories to Execute Agreement</u>. Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the Party which he or she represents to enter into this Agreement on behalf of the Party.

34. <u>No Joint Venture</u>. The relationship of the Parties to this Agreement is determined solely by the provisions of this Agreement. This Agreement does not create and shall not be construed to create any agency, partnership, joint venture, trust, or other relationship with duties or incidents different from those of parties to an arm's length contract.

35. <u>Eminent Domain</u>. Nothing in this Agreement shall prevent the District from exercising its rights of eminent domain pursuant to law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

Date:

CENTER JOINT UNIFIED SCHOOL DISTRICT

BY:____

Scott Loehr Superintendent

Date: <u>|-10-11</u>

APPROVED AS TO FORM:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

BY: Elizabeth B. Lleave

Elizabeth B. Hearey, Esq.

LANDOWNER

FEDERICO-TYLER FAMILY LIMITED PARTNERSHIP, a California limited partnership

Date: 12/27/2010

Leonard A. Federico, Trustee of James A. and

Leonard A. Federico, Trustee of James A. and Grace R. Federico Family Revocable Trust, as Amended and restated in 2005 Partner

Date: 12/27/2010

Date:

5/2010 Date: A

Date:

Date:

Date:_____

BY and a VnR

Grace R. Federico, Trustee of the James A. and Grace R. Federico Family Revocable Trust, as Amended and restated in 2005 Partner

BY: 6

Anna Starks, Trustee of the Anna J. Starks Revocable Trust UTA February 14, 2000 Partner

Leonard A. Federico, Trustee of the Leonard and Virginia Federico Family Trust dated November 20, 2001 Partner

tivet Muleialy ÈΥ÷-

Janet M. Wright, Trustee of the Michael M. Wright Family Trust dated March 22, 2002 Partner

BY:

Gary J. Federico, Trustee of the Gary J. and Annie L. Federico Family Revocable Trust UTA dated June 29, 2000 Partner

MOURIER INVESTMENTS, LLC a California limited liability company

BY:

John L. Mourier, III Its: Managing Member

Date:	DV
	BY: Grace R. Federico, Trustee of the James A. and Grace R. Federico Family Revocable Trust, as Amended and restated in 2005 Partner
Date:	
	BY: Anna Starks, Trustee of the Anna J. Starks Revocable Trust UTA February 14, 2000 Partner
Date:	
	BY: Leonard A. Federico, Trustee of the Leonard and Virginia Federico Family Trust dated November 20, 2001 Partner
Date:	
	BY: Janet M. Wright, Trustee of the Michael M. Wright Family Trust dated March 22, 2002 Partner
Date:	
	BY: Gary J. Federico, Trustee of the Gary J. and Annie L. Federico Family Revocable Trust UTA dated June 29, 2000 Partner
Date: 12/30/10	MOURIER INVESTMENTS, LLC a California limited liability company
	BY: John L. Mouster, III Rod Yamanaka Its: Managing Member Go
	BRICE MEALISTER G.M.

Date: 12 22 10

Date: /- 5-//

WESTPARK SIERRA VISTA, LLC a California limited liability company

BY: John Murray Manager

APPROVED AS TO FORM:

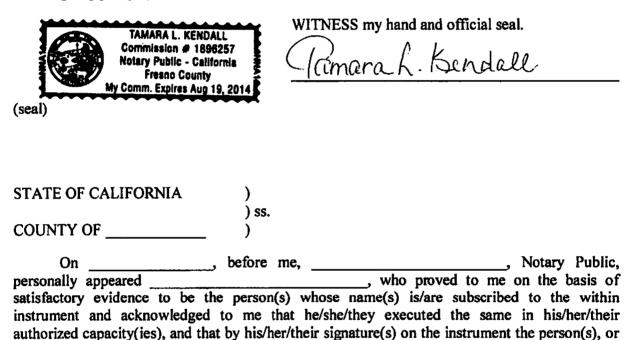
LO DUCA & AVDIS LLP 1 BY:

Marcus J. Lo Duca, Esq. Counsel for Landowner

STATE OF CALIFORNIA)) ss.COUNTY OF FRESNC)

On 12|27|10, before me, Tamara L. Kandall, Notary Public, personally appeared <u>Leonard A. Federico</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(hes), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(seal)

STATE OF CALIFORNIA)) ss. COUNTY OF <u>PLALER</u>)

On <u>DEL 22, 2010</u>, before me, <u>SANDRE LESSARD</u>, Notary Public, personally appeared <u>SOUND ALUYZERA</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

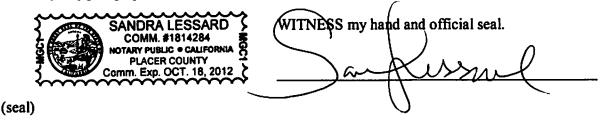
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



STATE OF CALIFORNIA)) ss. COUNTY OF <u>SALDAMENT</u>D)

On 12/29/10, before me, 5ANDALESARD, Notary Public, personally appeared TANET M. WRAHT, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

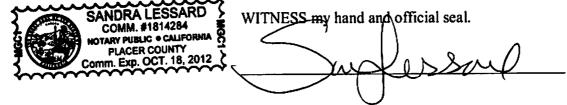
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



STATE OF CALIFORNIA) ss. COUNTY OF SACKAMENTO

12/29/10, before me, SANONA LESSARD, Notary Public, On personally appeared <u>GARY Happerio</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



(seal)

STATE OF CALIFORNIA) ss. COUNTY OF SACRAMENTO

17. 74 10, before me, SANDRA LESSAR Notary Public, On personally appeared ANNA STARKS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

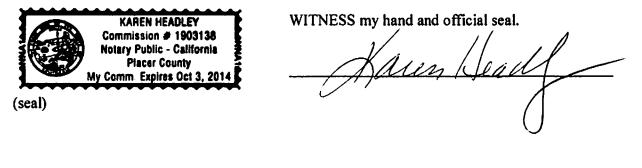
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS, my hand and official seal. SANDRA LESSARD COMM. #1814284 NOTARY PUBLIC + CALIFOR PLACER COUNTY N Comm. Exp. OCT. 18, 2012

(seal)

STATE OF CALIFORNIA) ss. COUNTY OF Plazer) On 12-30-10, before me, Karen Headley , Notary Public, personally appeared Rod Yamanake, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in (his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



COUNTY OF PLACE On 12-30.10, before me, Karen dley, Notary Public, personally appeared <u>Pluce</u> <u>MEALister</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

) ss.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



STATE OF CALIFORNIA

WITNESS my hand and official seal.

Karen Doad

005484.00046/270101v4

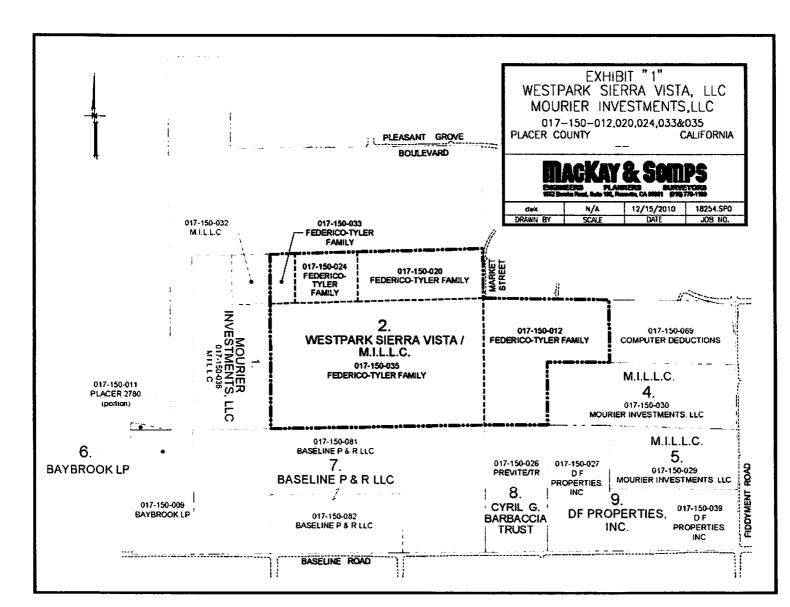




EXHIBIT "1"

EXHIBIT "2"

LEGAL DESCRIPTIONS OF LANDOWNER'S PROPERTY

All that real property situated in a portion of Sections 26, 35 and 36, Township 11 North, Range 5 East, Mount Diablo Meridian, County of Placer, State of California, being more particularly described as follows:

Property No.2 APN's 017-150-012, 020, 024, 033 & 035

The South 1056.00 feet of said Section 26 and the North One-Half of said Section 35, EXCEPTING THEREFROM the West 801.43 feet of said Sections 26 and 35; the North One-Half of the Northwest One-Quarter and the Southwest One-Quarter of the Northwest One-Quarter of said Section 36.

Containing 506.0 acres, more or less.

EXHIBIT "3"

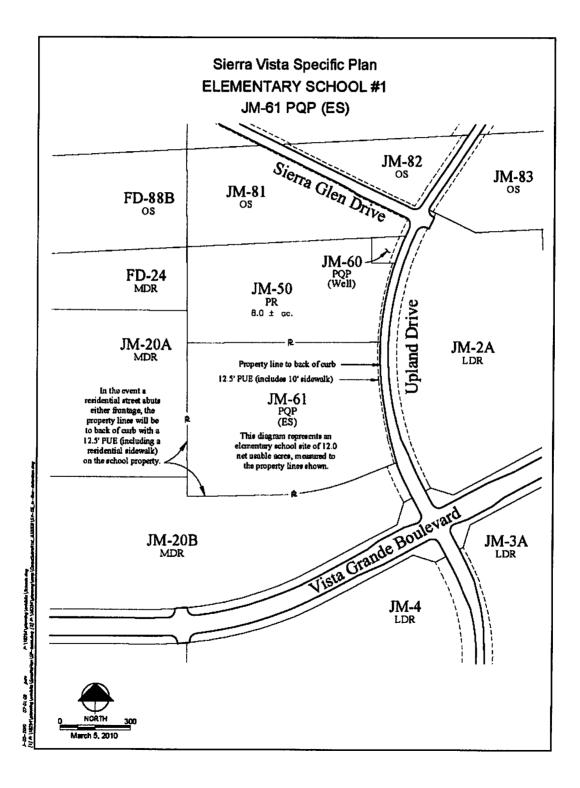
LIST OF SPECIFIC PLAN OWNERS' PROPERTY, ASSESSOR'S PARCEL NUMBERS, AND CONTACT INFORMATION

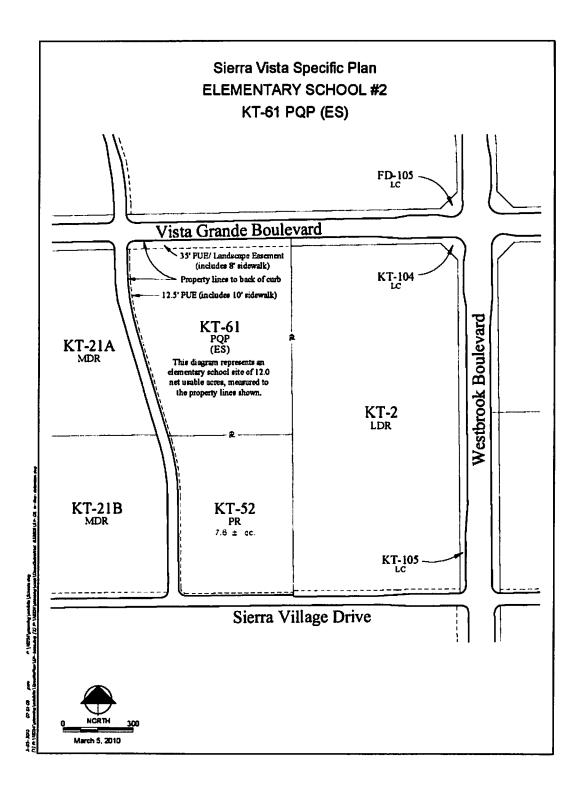
1017-150-036 and 017-150-032Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III	
017-150-032 Roseville, CA 95747 Attention: John L. Mourier, III	
Attention: John L. Mourier, III	
	1
2 017-150-035 Westpark Sierra Vista, LLC	
017-150-033 1700 Eureka Road, Suite 140	
017-150-024 Roseville, CA 95661	
017-150-020 Attention: John Murray 017-150-012	
Mourier Investments, LLC	
1430 Blue Oaks Boulevard, Suite 190	
Roseville, CA 95747	
Attention: John L. Mourier, III	
Federico-Tyler Family Limited Partnership	
4955 E. Anderson, Suite 115	
Fresno, CA 93727	
Attention: Leonard A. Federico	
3 Number intentionally removed	
4 017-150-030 Mourier Investments, LLC	
1430 Blue Oaks Boulevard, Suite 190	
Roseville, CA 95747	
Attention: John L. Mourier, III	
5 017-150-029 Mourier Investments, LLC	
1430 Blue Oaks Boulevard, Suite 190	
Roseville, CA 95747	
Attention: John L. Mourier, III	
6 017-150-009 Baybrook Limited Partnership	
c/o Regas, Frezados & Harp	
111 West Washington Street, Suite 1525	
Chicago, IL 60602	
Attention: Mr. James A. Regas	

Reference Number	APN Number	Landowner
7	017-150-081 and 017-150-082	Baseline P&R, LLC 7700 College Town Drive, Suite 101 Sacramento, CA 95826 Attention: Mark Enes
8	017-150-026	The Cyril G. Barbaccia Irrevocable Trust Dated December 15, 1976 950 South Bascom, Suite 1113 San Jose, CA 95128 Attention: Jack Previte, Trustee
9	017-150-027 and 017-150-039	DF Properties, Inc. 2013 Opportunity Drive, Suite 140 Roseville, CA 95678 Attention: Jeff Ronten, EVP/CFO

EXHIBIT "4"

MAPS OF PROPOSED SCHOOL SITES





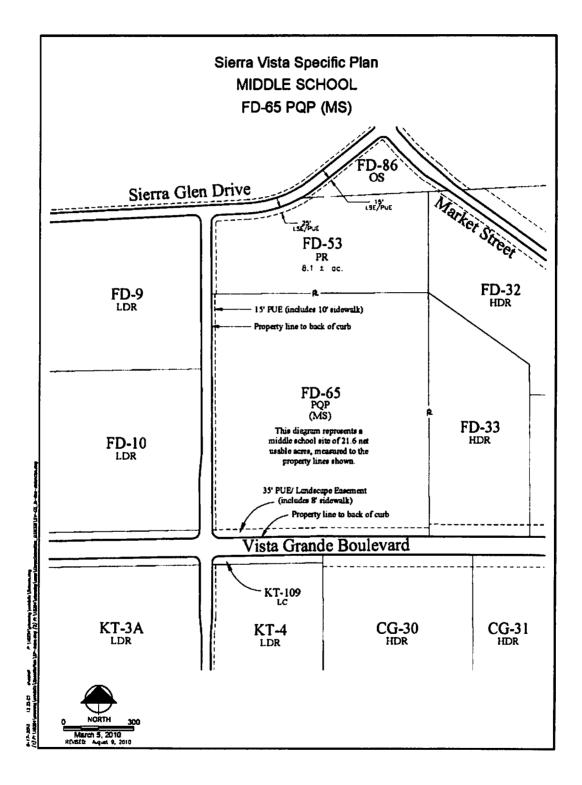


EXHIBIT "5"

LIST OF ALL CURRENT OWNERS OF INITIALLY RESERVED SCHOOL SITES, ASSESSOR'S PARCEL NUMBERS, AND CONTACT INFORMATION

Specific Plan Reference Parcel Number:	APN Number	Landowner
FD 65 Middle School (21.60 net useable acres)	017-150-035	Westpark Sierra Vista, LLC 1700 Eureka Road, Suite 140 Roseville, CA 95661 Attention: John Murrary Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III Federico-Tyler Family Limited Partnership 4955 E. Anderson, Suite 115 Fresno, CA 93727 Attention: Leonard A, Federico
JM - 61 Elementary School (12.0 net usable acres)	017-150-030	Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III
KT-61 Elementary School (12.0 net usable acres)	017-150-081	Baseline P&R, LLC 7700 College Town Drive, Suite 101 Sacramento, CA 95826 Attention: Mark Enes

EXHIBIT "6

CENTER JOINT UNIFIED SCHOOL DISTRICT DUE ALLOCATION FOR PRO RATA SHARE OF POTENTIAL FUTURE EMINENT DOMAIN COSTS

PARCEE	GENERAL PLANT AND USE	ZONING	AGRES	ALLOCA IED	I DØS	% of SVSP
	(Spealin Plan Fand Use)			UNE DS		1.1907\$3
CG-1	LDR (Residential)	RS/DS	23.0	115	115	2.20%
CG-20	MDA (Ausidentia)	RS/DS	49	44	44	0.84%
CG-30	HDR (Residentia	R3 R3	14.0	420	257	5.51%
CG31	HDR (Residentin	<u>R3</u>	14.8	420	257	5.51%
sub-totals (0	CGB)		56 5	999	734	14.07%
CO-1	LDR (Residential)	RS/DS	07	3 71 73 84 80 43	3	0.08%
CO-2A	LDR (Residentia)	RS/DS	14.2	<u>71</u>	71	1.38%
CO-28	LDR (Residential)	RS/DS	14.8	73	73	1.40%
CO3	LDR (Residentia)	RS/DS	15.7	78	78	1.50%
CO20	MDR (Residential)	RS/DS	84	84	84	1.61%
0021	MDR (Residentia)	RS/DS	5.6	50	50	0.85%
CO-22	MDR (Residential)	RS/DS	48	43	3	0.82%
CO-40	CC (Commercial)	CC	<u> </u>		Ő	0.00%
sub-totals (C	Conley)		65. í	402	402	7 71%
					781	
DF-1 DF-2		RS/DS	20.3	101	101	1.94%
	LDR Residentieb	RS/DS	32	18	18	0.31%
DF-20	MDR (Residentia)	R8/DS	14.5	113	113	2.17%
DF-40	CC (Commercial)	GC	12.8		8	0.55%
DF-41	CC (Commercial)	GC	293		19 28	0.36%
DF-42	CC (Commercial) Dr Properties)	GÇ	402	000	28	0.49%
	or Properties)		120.1	230	262	5.42%
FD-2	LDR (Residentie)	R\$/D\$	16.3	81	81	1.55%
FD-4	LDR Fleakiertieb	RS/DS	1.8	8	9	0.17%
FD-6	LDR Flenklenting	RS/DS	73	ă	87	1.67%
FD-8	LDR Residential	RS/DS	13.8	Ř	8	1.32%
FD-7	LDR Residential	R\$/D\$	85	Ď	ē	0.81%
FD-8A	LDR Residentia	R8/DS	58	78	78	1.50%
FD-88	LDR Residentiab	RS/DS	15.8 17.3	87 69 42 76 65 91	88	1.65%
FD-0	LDR Flesidentia	RS/DS	183	ar ar	91	1.74%
FD-10	LDR (flesidentia)	RS/DS	19.7	a di	63	1.78%
FD-21	MDR (Residential)	RS/DS	22.7	£3 204	204	3.914
FD-23	MDR Residential)	RS/DS	15.9	143	143	2748
FD-24	MDR (Residential)	RS/DS	10.7	98	95	1.84%
FD-32	HDR (Residential	RJ	89	178	12	2.33%
FD-33	HDR (Residentia	R3	8.8	172	118	225
FD-40	CC (Commercial)	ĉĈ	73		5	0.09%
FD-41	Commercial Maxed Use	CMU/SA	5.7	40	31	0.99%
sub-totals (F			207.7	1,469	1,354	25.96%

PARCEI	CENERAL PLANT AND USE (Specific Plant and Ose)	ZOMRAG	ACI3 S	ALLOCATED	1 DU(G	% of SVSI
JM24-2	LDR Recidentian	RS/DS	- 110	08118		1 DØS
JM28-2	LDR Residential	RS/DS	11.9 6.3	50 31	50 31	1.13%
JM3A	LDA (Residential	the second	13.8	31	31 89	0.59%
JM38	LDR (Residential)	R\$/DS	18.4	60 82	82	1.32%
JM4	LDR (Residentia)	RS/DS RS/DS	28.3	82	3	1.57%
JM2DA	MCR (Flasidentia)	RS/DS	21.1	131	131 190	251%
JM208	MDR (Residentia)	RS/DS		190		3.64%
JM21	MDR (Residentia)	RS/DS	18.8	169	(69 (68	3.24%
JM-10	Commercial About Use		18.7 5.7	188	31	3.22%
JM-41	Commercial/Business Professional	CMU/SA		40		0.59%
	Mouner Investments LLC)	CC/SA	15.1	~~~	10	0.19%
			1540	939	940	1801%
KT-1A	LDR (Residentia)	RS/DS	24	62	62	1.6%
KT-18	LDR Residentiat	RS/DS	20.4	102	102	1.95%
KT-2	LDR (Residentie)	RS/DS	23.7	118	119	2.28%
KT-3A	LDR (Residentia)	R\$/D\$	19.2	96	96	1.84%
KT-38	LDR (Residentia)	RS/D8	19.4	97	97	1.85%
KT-4	LDR (Residentia)	RS/DS	14.3	71	71	1.35%
KT-5	LDR (Residentia)	RS/DS	23.5	138	138	2.61%
KT-20	MDR (Residential)	RS/DS	22.5	202	202	3.87%
KT-21A	MDR (Residentia)	RS/DS	19.8	167	167	3.20%
KT-218	MDR (Residentia)	RS/DS	18.0	167	167	3.20%
KT-30	HDR (Realdertia	RJ	75	150	103	1.97%
KT-40A	CC (Commercial Mixed Use)	CMU/SA	52	39	30	0.59%
KT-408	CC (Commercial Mored Use)	CMU/SA	18.3	138	105	201%
KT-41	CC (Commercial)	GČ	55.2		35	0.68%
KT-42	CC (Commercial)	GC	88		đ	0.11%
KT-43	Commercial/Business Professional	CC/SA	22		ē	0.15%
SND-folbais (h	CI Development)		299.8	1,543	1,504	2883%
TOTAL			900.2	5,582	5,216	100%

NOTE:

One LDR Unit = 1 EDU

EXHIBIT "7"

SAMPLE ASSIGNMENT AND ASSUMPTION AGREEMENT

WHEN RECORDED, RETURN TO:

ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO THE AGREEMENT BETWEEN THE CENTER JOINT UNIFIED SCHOOL DISTRICT AND _____ Entitled "LANDOWNER'S DEVELOPMENT AGREEMENT (______; Sierra Vista)"

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this ______ day of _____, 20__, by and between ______, a_____ (hereinafter" Assignor"), and ______, a_____

(hereinafter "Assignee").

RECITALS

A. On ______, 2010, the Center Joint Unified School District ("District") and _______ entered into that certain agreement entitled "Landowner's Development Agreement (_______; Sierra Vista)" (hereinafter, the "Landowner/Center Agreement"). Pursuant thereto, Landowner agreed to mitigate the impacts of development of Landowner's property (hereinafter, the "Subject Property") which is located within the Sierra Vista Specific Plan. The Landowner/Center Agreement was made binding upon the Landowner and subsequent owners of the Subject Property. The Landowner/Center Agreement was recorded against the Subject Property in the Official Records of Placer County on _____, 2010 [Instrument No. ____].

B. Assignor is the current owner of all or a portion of the Subject Property.

C. Assignor intends to convey to Assignee all or a portion of the Subject Property commonly referred to as Parcel(s) _____, and more particularly identified and described in

Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel(s)").

D. Assignor desires to assign and Assignee desires to assume all of Assignor's right, title, interest, burdens and obligations under the Landowner/Center Agreement with respect to and as related to the Assigned Parcel(s).

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, effective as of Assignor's conveyance of the Assigned Parcel(s) to Assignee, all of the rights, title, interest, burdens and obligations of Assignor under the Landowner/Center Agreement with respect to the Assigned Parcel(s). Assignor retains all the rights, title, interest, burdens and obligations under the Landowner/Center Agreement with respect to all other property within the Subject Property owned by Assignor.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Landowner under the Landowner/Center Agreement with respect to the Assigned Parcel(s), and agrees to observe and fully perform all of the duties and obligations of Assignor as Landowner under the Landowner/Center Agreement with respect to the Assigned Parcel(s), and to be subject to all the terms and conditions thereof with respect to the Assigned Parcel(s). The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel(s) to Assignee, Assignee shall become substituted for Assignor as the "Landowner" under the Landowner/Center Agreement with respect to the Assigned Parcel(s), and Assignor shall be released of all obligations under the Landowner/Center Agreement for the Assigned Parcel(s) so conveyed.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. The Notice Address described in Section 15 of the Landowner/Center Agreement for the Landowner with respect to the Assigned Parcel(s) shall be:

Attn: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

ASSIGNOR:

By: _____ Print Name: _____ Title: _____

ASSIGNEE:

By: _____ Print Name: _____ Title: _____

STATE OF CALIFORNIA) ss. COUNTY OF) On _____, before me, _____, Notary Public, ally appeared _____, who proved to me on the basis of personally appeared satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

STATE OF CALIFORNIA) ss.

COUNTY OF _____)

On _____, before me, _____, Notary Public, ally appeared _____, who proved to me on the basis of personally appeared satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Recording Requested by:

Elizabeth B. Hearey, Esq. Atkinson, Andelson, Loya, Ruud & Romo For the benefit of Center Joint Unified School District No fee under Government Code section 6103

When Recorded Mail to:

Elizabeth B. Hearey, Esq. Atkinson, Andelson, Loya, Ruud & Romo 5075 Hopyard Road, Suite 210 Pleasanton, CA 94588

(SPACE ABOVE THIS LINE RESERVED FOR RECORDERS USE)

LANDOWNER'S DEVELOPMENT AGREEMENT

(Mourier Investments, LLC; Sierra Vista - Property No. 4)

This Landowner's Development Agreement ("Agreement"), dated for reference purposes as of January 19, 2011, is entered into by and between the Center Joint Unified School District ("District"), a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California, and Mourier Investments, LLC ("Landowner") which is the owner of certain property and/or options to acquire property planned for urban uses within the Sierra Vista Specific Plan (hereinafter referred to as the "Specific Plan"). District and Landowner are sometimes referred to individually as a "Party" and collectively as the "Parties."

Recitals

A. WHEREAS, Landowner's property (Assessor's Parcel No. 017-150-030) which is subject to this Agreement and which lies within the Sierra Vista Specific Plan, is depicted on **Exhibit "1" (Map of Specific Plan Owners' Property)** and is more particularly described in **Exhibit "2" (Legal Description Landowner's Property)** attached hereto ("Property"); and

B. WHEREAS, all owners of property within the Sierra Vista Specific Plan, with the exception of those property owners described below in Recital "E," are referred to herein as "Specific Plan Owners"; and

C. WHEREAS, the Specific Plan Owners, the property they own within the Specific Plan ("Specific Plan Owners' Property"), and their contact information is described in **Exhibit "3"** (List of Specific Plan Owners' Property, Assessor's Parcel Numbers, and Contact Information); and

D. WHEREAS, all Specific Plan Owners are entering into separate similar development agreements with the District with respect to their property and obligations; and

E. WHEREAS, one portion of the Specific Plan which lies within the District is designated "Urban Reserve" and is currently owned by Westpark S.V. 400, LLC and the Chan family, entities and persons who are not entering into a Development Agreement with the District at this time; and one other portion of the Specific Plan, known as Assessor's Parcel Number 017-150-069, is owned by Computer Deductions, an entity which is also unwilling to enter into a Development Agreement with the District at this time; the owners of the properties described above in this Recital are excluded from the definition of "Specific Plan Owners" for purposes of this Agreement; and

F. WHEREAS, the Property within the Specific Plan is located within an area proposed for annexation to the City of Roseville ("City"); and

G. WHEREAS, the Specific Plan dated May 5, 2010, and approved by the City on that date foresees the development of six thousand six hundred fifty (6,650) student-producing dwelling units and approximately two hundred fifteen (215) acres of commercial development, of which approximately five thousand eight hundred seventy-one (5,871) student-producing dwelling units and two hundred fifteen (215) acres of commercial development lie within the District portion of the Specific Plan ("Specific Plan Owners' Development" or "Project"); and

H. WHEREAS, there are three school districts which serve the Sierra Vista Specific Plan area including: Roseville City School District, Roseville Joint Union High School District, and the Center Joint Unified School District; and

I. WHEREAS, the District anticipates that approximately one thousand five hundred forty-five (1,545) elementary school students, approximately seven hundred sixty-three (763) middle school students, and one thousand one hundred thirty-three (1,133) high school students will be generated for the District from the Project; and

J. WHEREAS, the Specific Plan Owners' development of the Project will increase the size of the student population within the District and require the building of one (1) middle school and two (2) elementary schools; and

K. WHEREAS, the first construction of the Project is expected to commence in 2012 with the first units occupied in 2013; and

L. WHEREAS, the Parties wish to ensure the orderly and expeditious design and construction of school facilities to house students generated by the Project; and

M. WHEREAS, Landowner has entered into a separate development agreement with the City ("City Development Agreement") and has obtained urban zoning for its Property consistent with the Specific Plan; and,

N. WHEREAS, Landowner represents that all entities and persons with an option to purchase Landowner's Property, or a portion thereof, are Parties to this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. <u>Term</u>. This Agreement shall not be effective until all of the following have occurred: execution of this Agreement by the Parties, execution of similar development agreements between the District and all of the Specific Plan Owners, City approval of the Sierra Vista Specific Plan, execution of development agreements between all of the Specific Plan Owners and the City ("City Development Agreements"), and recordation of the City Development Agreements ("Effective Date"). Thereafter, this Agreement shall remain in full force and effect until the Landowner makes all of the payments contemplated herein and discharges its duties under the Agreement.

2. <u>Developer Fees</u>. The District intends to assess developer fees against the Property within the Sierra Vista Specific Plan and within the District's boundaries, pursuant to California Government Code section 65995, *et seq*. The current fees in effect at the time of execution of the Agreement will not determine the level of fees which will be payable by Landowner. The fees payable will be those in effect at the time the fees are payable. The fees payable may be equal to, greater than, or less than the fees currently assessed. This Agreement shall in no way condition, limit, modify, or terminate these statutory rights of the District to impose fees.

3. <u>Covenant to Sell School Sites</u>.

a. <u>Currently Identified School Sites</u>.

(1) The Development of all Specific Plan Owners' Property is anticipated to generate the need for two (2) elementary schools and one (1) middle school. The Specific Plan Owners have agreed to reserve two (2) sites for elementary schools and one (1) site for a middle school ("School Sites") and to sell the School Sites to the District in accordance with the terms of this Agreement and the other Specific Plan Owners' separate development agreements with the District.

(2) The Maps of Proposed School Sites attached as Exhibit "4" depict the currently proposed locations for the identified middle school (FD-65) and two identified elementary schools (KT-61 and JM-61) within the Specific Plan.

(3) The locations of the School Sites may change in the event that the School Sites identified and depicted on Exhibit "4" are not acceptable to the District or the Landowner chooses not to remediate a School Site(s). Therefore, Landowner currently is or may become a School Site owner.

b. <u>Time of Sale</u>.

(1) Each School Site will be sold and delivered in construction-ready condition (see 3.d. below for definition of "construction-ready") as and when requested by the District and subject to the District's receiving approval of the School Site(s) from the California Department of Education and obtaining funding for the purchase(s).

(2) <u>Time for Request to Purchase</u>. The District may make a request to purchase the School Sites according to the following schedule:

(i) <u>School Site E-1 (Specific Plan Parcel JM-61)</u>: The District may request to purchase School Site E-1 any time after the City issues the 150th residential building permit within the District's portion of the Specific Plan area, but no later than the later of one hundred eighty (180) days after the City issues the 2,000th building permit within the District's portion of the Specific Plan area or completion of all necessary work for School Site approval by the California Department of Education, which approval the District shall seek using reasonable, good faith efforts.

(ii) <u>School Site E-2 (Specific Plan Parcel FD-65)</u>: The District may request to purchase School Site E-2 any time after the City issues the 2,750th residential building permit within the District's portion of the Specific Plan area, but no later than the later of one hundred eighty (180) days after the City issues the 4,000th residential building permit within the District's portion of the Specific Plan or completion of all necessary work for School Site approval by the California Department of Education, which approval the District shall seek using reasonable, good faith efforts. In addition, for School Site E-2, the District may also request that the Specific Plan Owner that owns the School Site sell the School Site before the City issues the 2,750th residential building permit within the District's portion of the Specific Plan area if development is occurring immediately around School Site E-2 and public improvements necessary to serve the School Site have been constructed.

(iii) <u>School Site E-3 (Specific Plan Parcel KT-61)</u>: Any time after the City issues the 2,000th residential building permit within the District's portion of the Specific Plan area, but no later than one hundred eighty (180) days after the City issues the 3,250th residential building permit within the District's portion of the Specific Plan or completion of all necessary work for the School Site approval by the California Department of Education, which approval the District shall seek using reasonable, good faith efforts.

(3) <u>School Site E-1. Options Available to Developers of First 150 Residential</u> <u>Units for the Schedule of Improvements and Access to School Site</u>. Those Specific Plan Owners (or successors in interest) who have developed in the Plan Area by obtaining a building permit prior to or at the time that any Specific Plan Owner (or successor in interest) triggers the permit threshold set forth above for a particular School Site are referred to herein as "Developing Specific Plan Owners." Developing Specific Plan Owners may collectively elect one of the following options for providing initial school facilities within thirty (30) days of District's request to purchase School Site E-1. Developing Specific Plan Owners shall not be required to construct the site improvements to School Site E-1 except as set forth below:

<u>Option 1.</u> <u>Develop School Site E-1</u>. Obtain from landowner of School Site E-1 the rights to develop and thereafter execute or cause the execution of the sale of School Site E-1 to the District, subject to the following modified requirements for allowing the District access and the timeline for the construction of improvements:

(a) Nine (9) months after the District's request to purchase School Site E-1, provide the District with access to School Site E-1 via a gravel road. The corners of School Site E-1 shall be marked, but shall not be required to be monumented until the legal parcel for the School Site E-1 is created;

(b) Twenty-one (21) months after the District's request to purchase School Site E-1, provide adequate water service to School Site E-1 to support school construction (which service may be temporary);

(c) Twenty-four (24) months after the District's request to purchase School Site E-1, provide temporary electrical service to School Site E-1; and,

(d) Thirty-six (36) months after the District's request to purchase School Site E-1, complete all connections to all utilities and required frontage improvements for School Site E-1.

Notwithstanding the foregoing, after the occupancy of one hundred fifty (150) K-6 students within the Specific Plan (which is estimated to be occupancy of 424 LDR/MDR units using District student generation rates), School Site E-1 shall be provided in construction-ready status as described in Section 3.d. below within ninety (90) days or the builders and Specific Plan Owners shall stop obtaining additional occupancy permits within the Specific Plan. Student occupancy, not the number of LDR/MDR units, shall control.

Except as expressly modified by this paragraph, all provisions and timelines for the improvement and sale of School Site-E-1 shall apply.

<u>Option 2</u>. <u>Transportation</u>. Provide the District with transportation costs for students that occupy any residential unit within the initial development of the Specific Plan and as follows:

Number of Students	Fee for Service for First Three (3) Years of Transportation (to be paid in advance on exercise of the option.)	Fee for Service for Second Three (3) Years of Transportation (to be paid before the beginning of the second three (3) years.)	
1-56	\$710,000.00	\$710,000.00	
57-103	\$710,000.00	\$710,000.00	
104-150	\$710,000.00	\$710,000.00	

Fees shall be paid for student transportation until School Site E-1 improvements are completed and the site is delivered to the District at close of escrow.

Transportation fees shall be charged up to a maximum of six (6) years.

Notwithstanding the foregoing, after the occupancy of one hundred fifty (150) K-6 students within the Specific Plan (which is estimated to be occupancy of 424 LDR/MDR units using District student generation rates), School Site E-1 shall be provided in construction-ready status as described in Section 3.d. below within ninety (90) days or the builders and Specific Plan Owners shall stop obtaining additional occupancy permits within the Specific Plan. Student occupancy, not the number of LDR/MDR units, shall control.

<u>Option 3.</u> <u>Temporary School Site</u>. Provide, at no expense to the District, a temporary School Site with the following provided:

(a) A secure fenced rectangular site of a minimum of 5.5 acres with a width to length ratio of no greater than 0.75.

(b) Developed frontage to include curb, gutter, and sidewalk and a bus pullout to City of Roseville Planning Department specifications.

(c) On-site parking of a minimum of forty (40) spaces.

(d) All utilities that are described and enumerated in this Agreement for School Site E-1.

(e) A level asphalt area of 20,000 square feet to be used for relocatable building placement and hardcourt playfields.

(f) Four (4) acres of level turf playfields.

(g) Four (4) relocatable Division of the State Architect (DSA) approved classrooms, one of which is equipped with two restrooms suitable for kindergarten children.

(h) Four (4) portable DSA approved restroom facilities (in one (1) or two (2) structures), two (2) for students and two (2) for staff.

(i) A DSA approved portable multipurpose room with a minimum of 1,920 square feet of open area.

(j) A DSA approved 960 square-foot office facility to accommodate the site administrator, nurse, attendance clerk, and custodian.

(k) DSA approved play apparatus for K-5 students.

(1) Notwithstanding the foregoing, within ninety (90) days of occupancy of one hundred fifty (150) students within the Specific Plan (which is estimated to be occupancy of 424 LDR/MDR units using District student generation rates), provide the site identified as School Site E-1 in construction-ready status as described in Section (3) above or the builders and/or owners shall stop obtaining

additional occupancy permits within the Specific Plan. Student occupancy, not the number of LDR/MDR units, shall control.

If no option is selected within thirty (30) days of the District's request to buy School Site E-1, the Developing Specific Plan Owners shall be deemed to have selected Option 2 (Transportation).

(4) School Site E-2 and E-3, Schedule of Improvements, and Access to School Sites. The Landowners of School Sites E-2 and E-3 shall give the Developing Specific Plan Owners the right to develop School Sites E-2 and E-3 and the Landowners of School Sites E-2 and E-3 shall thereafter execute or cause the execution of the sale of School Sites E-2 and E-3 to the District. With respect to School Sites E-2 and E-3, the Developing Specific Plan Owners shall use commercially reasonable diligent efforts to complete the design of the improvement plans for the construction-ready improvements and obtain approval thereof from the City within six (6) months of the District's request. Developing Specific Plan Owners shall complete the construction-ready improvements for School Sites E-2 and E-3 within one (1) year of City and District approval of the improvement plans. The District shall be granted the opportunity to enter each School Site in order to begin the District's environmental testing and investigations within nine (9) months of the date on which the District requests to purchase the School Site. If the Developing Specific Plan Owners fail to provide School Site E-2 or E-3 in a timely manner as set forth herein, the builders and the Specific Plan Owners shall stop obtaining additional occupancy permits within the Specific Plan.

c. <u>Separate Purchase Agreement</u>. To the extent a School Site falls within the Property of Landowner, the Landowner agrees to sell the School Site to the District and the District agrees to purchase the School Site from the Landowner after the District's request to purchase and the California Department of Education approves the School Site. The terms and conditions of each purchase shall be controlled by the provisions set forth in this Agreement and by a separately executed purchase agreement for the School Site.

Construction-Ready Parcel. Each School Site owned by Landowner, if any, shall **d**. be delivered to the District in a construction-ready condition. Construction-ready is defined as the School Site having a maximum slope of 2% except for street transitions and with utilities and other improvements as set forth below. If the School Site has slopes greater than 2%, then the School Site shall be rough graded, such that commercially reasonable efforts shall be made by such Specific Plan Owners through contour grading so as to achieve no more than a 2% maximum slope between any two points (or as otherwise mutually agreed by the Parties hereto). Utilities shall be stubbed to the School Site in the location(s) selected by the District, and approved by the California Department of Education, including water, sewer, cable hookups, and fiber optics if available. The Developing Specific Plan Owners' engineer and the District's engineer shall work together to evaluate the construction ready site (as defined above) such that earthwork balance can be achieved using commercially reasonable efforts. In addition, curbs, gutters, and roads on two sides adjacent to the School Site, in accordance with District and City plans for the School Site, shall be substantially completed and available for public use as part of such construction-ready condition unless otherwise agreed by the District. The School Site shall be prepared in accordance with the standards for school site construction, as approved by the Division of State Architect and the California Department of Education, or other applicable authority and shall include the following:

(1) <u>Utilities</u>. Utility services to the property line shall include water, sewer, gas, electricity, cable television, and telephone and fiber optics which shall be stubbed to the School Site. (Notwithstanding the foregoing, fiber optics shall be provided only if available.)

(2) <u>Off-Site Development</u>. Improvements outside of the property lines of each School Site shall include: pavement of streets, curbs, and gutters adjacent to the School Site and the extension of paved streets and permanent or temporary sidewalks as needed to provide access to the School Site from a major roadway.

(3) <u>On-Site Development</u>. Improvements inside of School Site property lines shall include: site clearance and grub for areas to be contour graded, demolition of any existing structures, removal/relocation of utility services, construction ready-site (as defined above), and erosion control, as shown on applicable improvement/grading plans approved by the City of Roseville.

(4) <u>Report Preparation</u>. Landowner agrees to provide District with a Phase 1 hazard report and a soils report for the School Site to be used by District to obtain any required CEQA approval and California Department of Education ("CDE") approval for School Site construction on Landowner's Property. Landowner will assist the District, at no additional cost or liability to District, in obtaining a letter of approval for the School Site purchase from the California Department of Education.

(5) <u>Remediation or Replacement</u>. If the reports prepared in paragraph 3.d.(4) above result in the need for environmental remediation measures or further testing for a specific School Site, the Landowner, if an owner of such School Site, shall, at its sole cost and expense, either fully remediate the condition of the School Site and/or provide such additional testing for the School Site, or provide District with an equivalent replacement School Site satisfactory to the District that does not require remediation and that meets the requirements for a School Site as set forth in this Agreement. Any replacement site shall thereafter be deemed a "School Site" for purposes of this Agreement. This issue of hazardous substances remediation or School Site replacement shall be developed in greater detail in the subsequent purchase agreement for the School Site to be entered into between the Landowner and the District. If the Landowner fails to provide an adequate School Site, the District may bring an eminent domain action to acquire a site within the Specific Plan. All litigation expenses incurred by the District shall be apportioned among the Specific Plan owners in accordance with the apportionment formula for pro rata shares set forth in section 6 below.

e. <u>School Site Size</u>. The construction-ready School Sites shall be approximately and no less than the following size:

- (1) Elementary Schools 12.0 net usable acres for each site;
- (2) Middle School 21.60 net usable acres.

4. <u>Purchase of School Site</u>. The purchase price for a School Site shall be based on the fair market value of the School Site as of the date of acquisition by the District, based on an appraised value of the School Site with the completed improvements installed pursuant to Section 3 above. The appraisal shall be obtained by the District from an appraiser with MAI credentials. The fair market value shall assume underlying residential density for the School Site comparable to the zoning for adjacent residential development (or the average densities thereof if adjacent properties are zoned for different residential densities).

5. <u>Lease-Purchase</u>. As an alternative to purchasing a School Site, and subject to the mutual agreement of the Parties, the District may lease a School Site for a stated period of years, not to exceed five (5) years, at the end of which period the District shall purchase the School Site for the agreed-upon price, reflecting fair market value of the School Site and providing credit for the lease payments, as mutually agreed to by the Parties.

6. <u>Failure to Sell Reserved School Site</u>. The current owners of currently reserved School Sites, their contact information, and the Assessor's Parcel Number for each School Site are listed in **Exhibit "5."** In the event that any Specific Plan Owner who is an owner of a School Site, including the owner of a currently reserved School Site and/or the owner of a replacement School Site described in section 3.d.(5) of this Agreement, refuses to enter into a Purchase Agreement and/or sell a School Site to the District as and when required hereunder, then all of the Specific Plan Owners, including but not limited to the Landowner, shall collectively pay the following amounts to the District:

a. the difference between the District offer of fair market value to purchase such a School Site and the ultimate condemnation award or settlement; and

b. the District's costs and fees, including but not limited to attorneys' fees, incurred to complete the purchase of the School Site by eminent domain.

The costs shall be apportioned to the Specific Plan Owners on a pro-rata basis based on dwelling units equivalents (DUEs) of a Specific Plan Owner's property in the District's portion of the Specific Plan. In the case of commercially zoned properties, a DUE factor shall be established based upon the proportional relationship of the District's per square foot commercial development fee compared to its per square foot residential development fee all as set forth in **Exhibit "6" (Center Joint Unified School District DUE Allocation for Pro Rata Share of Potential Future Eminent Domain Costs)** attached hereto. By way of example only, if the District's per square foot residential development fee, the pro-rata share of the District's eminent domain fees and costs to be apportioned to commercially zoned property would be 1/7 of the pro-rata share per DUE of single-family residentially zoned property.

7. <u>Manner of Financing</u>. District expects to fund the construction, furnishing, and equipping of new school facilities with a combination of District general obligation funds, developer fees described in Section 2, and a State funding contribution. Provided, however, the Parties agree that the sole financial obligation of purely commercial development under this Agreement shall be to pay the school fees then authorized by statute to be levied against such uses. 8. Notice to New Owners and Acknowledgment. Before each and every portion of the Property is conveyed, the then current Landowner(s) of the portion of the Property to be conveyed, (which may be the original Landowner or the original Landowner's heir, successor-ininterest, or assign) shall disclose and require any builder thereon to disclose to the subsequent purchaser(s) or subsequent owner(s) prior to the close of escrow that the Property lies within the Center Joint Unified School District. The then current Landowner shall obtain the subsequent owner's written acknowledgement of this notice prior to the close of escrow. Within fifteen (15) days of each conveyance of all or a portion of the Property, the then current Landowner who has provided the notice and obtained the written acknowledgement shall provide a copy of the notice and the acknowledgment to the District. After an individual homeowner has acquired a lot with a home already constructed thereon, this provision shall no longer apply to that portion of the Property.

9. <u>Binding On Heirs, Successors, and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns. Retail tenants and homeowners in the Project are not heirs, successors, and assigns and are not subject to this Agreement.

10. <u>Covenant Running With the Land</u>. This Agreement is for the benefit of the District and the Property shown in **Exhibit "1"** and described in **Exhibit "2"** and is intended to preserve the value of said Property and enhance its development. This Agreement shall be recorded in the official records of Placer County at or about the same time but not before the Development Agreement(s) with the City are recorded and this Agreement shall constitute a covenant running with the land.

11. <u>Disputes</u>. If a dispute arises relating to the interpretation of, enforcement of, or compliance with the terms of this Agreement, the Landowner and the District shall first attempt to resolve such dispute through informal discussions or negotiations. Any Party may convene such discussions by written notice and shall reasonably accommodate the other Party with respect to scheduling. If the dispute is not resolved in this manner within thirty (30) days, it may be referred to mediation upon the request of either Party for a period not to exceed an additional thirty (30) days. This dispute resolution process shall be undertaken in good faith and exhausted prior to judicial review. However, compliance with this process does not waive any Party's obligation to comply with, or right to assert as a defense, any applicable statute of limitations. The Parties may agree in writing to toll any applicable statute of limitations for such period as may reasonably be necessary to complete the dispute resolution process.

12. Breach, Default, and Cure.

a. <u>Notice of Breach</u>. If a Party materially breaches or fails to comply with any of its obligations under this Agreement, such breaching party shall have thirty (30) days following receipt of written notice of breach from the non-defaulting Party ("Breach Notice") to cure such breach or noncompliance ("Cure Period"). If such breaching Party shall not have cured such breach or noncompliance within the Cure Period and after the expiration of fifteen (15) days from the later of the expiration of the Cure Period and the date it receives written notice of default ("Default Notice"), it shall be deemed in default ("Default") under this Agreement; provided, however, that if the nature of the breach or noncompliance reasonably requires more

than thirty (30) days to cure, the breaching Party shall not be in Default under this Agreement so long as the breaching Party commences such cure within the Cure Period and diligently prosecutes such cure, and provided further that each of the Breach Notice and the Default Notice shall set forth in reasonable detail the nature of the breach, noncompliance, or Default, as the case may be. Copies of all notices required hereunder shall be sent to all Parties to this Agreement.

b. <u>Default Remedies</u>. Upon a Default pursuant to Section 12(a), the non-defaulting Party shall have the following cumulative rights and remedies: (a) to specifically enforce the obligations under this Agreement, or (b) to exercise any and all other rights and remedies the non-defaulting Party may have under this Agreement and/or under the law by reason of the Default.

13. Assignment of Liability.

a. <u>In General</u>. Landowner acknowledges that all terms and conditions of this Agreement shall be binding on all successors-in-interest, including but not limited to purchasers of all or a portion of each Landowner's Property. Provided, however, bona fide, good faith purchasers of completed homes shall not be subject to the provisions of this Agreement.

b. <u>Notice of Assignment, Assignment, and Assumption Agreement</u>. Upon any sale or transfer of any parcel of land in bulk or individual lot which occurs prior to issuance of final building inspection or certificate of occupancy, Landowner shall give written notice of the sale or transfer, including the name, address, and telephone number of purchaser or transferee to the District. Landowner and any successor-in-interest to the Landowner subject to this Agreement shall execute an Assignment and Assumption Agreement in a form which reflects and acknowledges the terms of this Agreement. A sample form Assignment and Assumption Agreement is attached as **Exhibit "7."**

14. <u>Termination of Agreement</u>. This Agreement shall automatically be terminated, without any further action by either Party or need to record any additional document, with respect to any residential lot within the Project, when all of the following conditions are met: full payment of developer fees as stated in Section 2 with respect to such residential lot, the completion of a fully improved lot, the conveyance of such improved residential lot by Landowner, or any successorin-interest of Landowner, to a bona-fide good faith purchaser thereof and the occupancy of the residences on said residential lot.

15. <u>Notices</u>. All notices or other communications that may be given under this Agreement shall be in writing and shall be served personally or by certified or first-class mail, postage prepaid, return receipt requested, or sent by overnight delivery, postage prepaid, addressed as follows, or to such other address as either Party may provide the other Party in writing:

Notices to the District shall be addressed to the following address:

Center Joint Unified School District 8408 Watt Avenue Antelope, California 95843-9116 Attn: Assistant Superintendent, Facilities and Operations

Notices to Landowner shall be addressed to the following address:

Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95661 Attn: John L. Mourier, III and shall also be copied to:

Marcus J. Lo Duca Lo Duca & Avdis LLP 3200 Douglas Boulevard, Suite 300 Roseville, California 95661

16. <u>Entire Agreement, Waivers, and Amendments</u>. This Agreement and any written agreement entered into by the Parties with respect to the Property, incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by District and Landowner which has not then completed development of its Property.

17. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one in the same Agreement.

18. <u>California Law</u>. This Agreement shall be governed and construed in accordance with the laws of the State of California.

19. Additional Representations of Authority.

a. Landowner represents and warrants that the individual(s) executing this Agreement on its behalf have the legal power, right, and actual authority to bind Landowner to the terms and conditions of this Agreement.

b. District represents and warrants that the individual executing this Agreement on behalf of District has the legal power, right, and actual authority to bind the District to the terms and conditions of this Agreement.

20. <u>Severability</u>. Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or

provisions shall not be affected thereby, and each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

21. Time. Time is of the essence of this Agreement and of each and every term.

22. <u>Attorney's Fees</u>. In the event of any action or proceeding brought by either Party against the other Party under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs in such action or proceeding in such amount as the court may adjudge.

23. <u>Assignment</u>. Landowner shall not assign this Agreement or any right or privilege under this Agreement without the prior written consent of District, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon prior written notice to the District, Landowner may assign this Agreement to Landowner's subsequent purchaser(s) of Landowner's Property, or any portion thereof, including builders, or to any affiliate of Landowner owned or controlled by Landowner, without first obtaining District consent.

24. <u>Third Party Beneficiaries</u>. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

25. <u>Exhibits</u>. The Exhibits attached to this Agreement are incorporated herein by this reference and made a part hereof. Said Exhibits are identified as follows:

Exhibit "1"	Map of Specific Plan Owners' Property		
Exhibit "2"	Legal Description of Landowner's Property		
Exhibit "3"	List of Specific Plan Owners' Property, Assessor's Parcel Numbers, and Contact Information		
Exhibit "4"	Maps of Proposed School Sites		
Exhibit "5"	List of All Current Owners of Initially Reserved School Sites, Assessor's Parcel Numbers, and Contact Information		
Exhibit "6"	Center Joint Unified School District DUE Allocation for Pro Rata Share of Potential Future Eminent Domain Costs		
Exhibit "7"	Sample Form of Assignment and Assumption		

26. <u>Effect of Recitals</u>. The Recitals above are deemed true and correct, are hereby incorporated into this Paragraph as though fully set forth herein, and Landowner and District acknowledge and agree that they are each bound by the same.

27. <u>Force Majeure</u>. Each Party's obligations hereunder shall be delayed (i) by the acts, omissions, delays, or neglect of the other Party, any employees or agents of the other Party, any contractor employed by the other Party, and any subcontractor, employees, or agents of such contractor employed by the other Party, (ii) by acts of God, (iii) by climatic conditions (including

without limitation any time periods for which the Party's work or any part thereof is stopped or delayed due to rain or other weather problems), (iv) by unavoidable casualties, (v) by labor disputes beyond the Party's control, (vi) by shortages or unavailability of materials beyond the Party's control, (vii) by any act, omission, neglect, or delay in acting by any governmental agency, or (viii) by any other causes beyond the Party's control (collectively, "Force Majeure Event") for a time period equal to such delay.

28. <u>Nondiscrimination</u>. There shall be no discrimination by Landowner or District against any person on account of race, color, religion, sex, marital status, national origin, or ancestry in the performance of their respective obligations under this Agreement.

29. <u>Rights and Remedies Are Cumulative</u>. Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same Default or any other Default by another Party.

30. <u>Provisions Required by Law Deemed Inserted</u>. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party, the Agreement shall forthwith be physically amended to make such insertion or correction.

31. <u>Cooperation</u>. District and Landowner acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to accomplish the objectives and requirements that are set out in this Agreement. Both District and Landowner hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete this transaction in accordance with the intent of the Parties as evidenced in this Agreement and attached Exhibits hereto.

32. <u>Interpretation Guides</u>. In interpreting this Agreement, it shall be deemed that the Agreement was prepared by the Parties jointly and no ambiguity shall be resolved against either Party on the premise that it or its attorneys were responsible for drafting this Agreement or any provision thereof. Headings used in this Agreement are for convenience and ease of reference only and are not intended nor may be constructed as a guide to interpret any provision of this Agreement.

33. <u>Due Authority of Signatories to Execute Agreement</u>. Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the Party which he or she represents to enter into this Agreement on behalf of the Party.

34. <u>No Joint Venture</u>. The relationship of the Parties to this Agreement is determined solely by the provisions of this Agreement. This Agreement does not create and shall not be construed to create any agency, partnership, joint venture, trust, or other relationship with duties or incidents different from those of parties to an arm's length contract. 35. <u>Eminent Domain</u>. Nothing in this Agreement shall prevent the District from exercising its rights of eminent domain pursuant to law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

Date:

CENTER JOINT UNIFIED SCHOOL DISTRICT

BY:

Scott Loehr Superintendent

Date: 1-10-11

APPROVED AS TO FORM:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

BY: <u>*lieuberth*</u> <u>Billenen</u> Elizabeth B. Hearey, Esq.

Elizabeth B. Hearey, Esq. Counsel for Center Joint Unified School District

LANDOWNER

Date: 12/30/10

MOURIER INVESTMENTS, LLC a Californiz imited liabi BY:

Date: / - 6 - //

John L. Mourier, III - Rod Yamanako Its: Managing Momber Fo

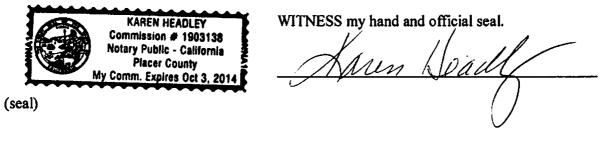
APPROVED AS TO FORM:

LO DUCA & AVDIS LLP 424 BY:

Marcus J. Lo Duca, Esq. Counsel for Landowner

STATE OF CALIFORNIA) STATE OF CALIFORNIA) COUNTY OF \underline{Plreer}) On $\underline{|2-30\cdot10|}$, before me, <u>Karen Headley</u>, Notary Public, personally appeared <u>Rod Varranaka</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



On <u>12-30-10</u>, before me, <u>Kaven Headley</u>, Notary Public, personally appeared <u>Bluce</u> <u>Mealister</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

) ss.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



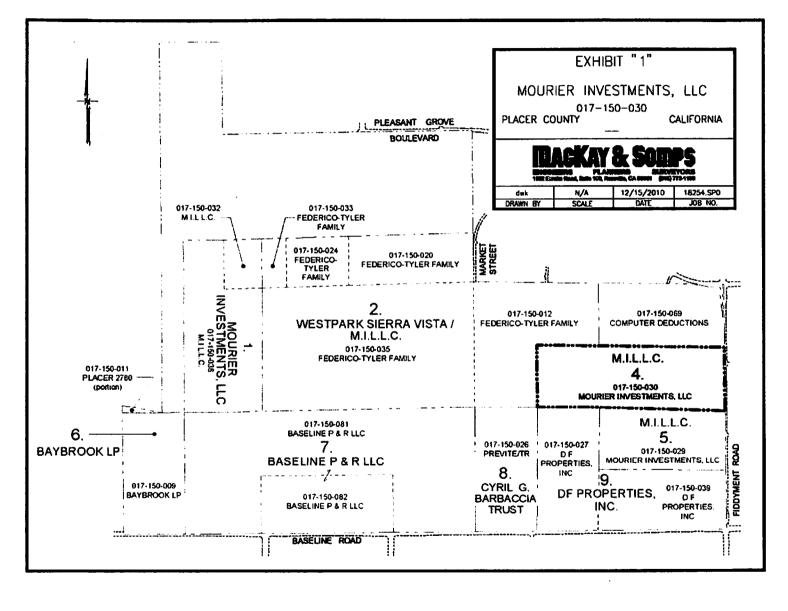
STATE OF CALIFORNIA

COUNTY OF PLAZEr

WITNESS my hand and official seal.

Karon Deailly





MAP OF SPECIFIC PLAN OWNERS' PROPERTY

EXHIBIT "2"

LEGAL DESCRIPTIONS OF LANDOWNER'S PROPERTY

All that real property situated in a portion of Section 36, Township 11 North, Range 5 East, Mount Diablo Meridian, County of Placer, State of California, being more particularly described as follows:

Property No.4 APN 017-150-030

A portion of said Section 36 being further described as Parcel 'E' as shown on Parcel Map No. 73362 filed for record in Book 15 of Parcel Maps at Page 143, Placer County Records.

Containing 122.6 acres, more or less.

EXHIBIT "3"

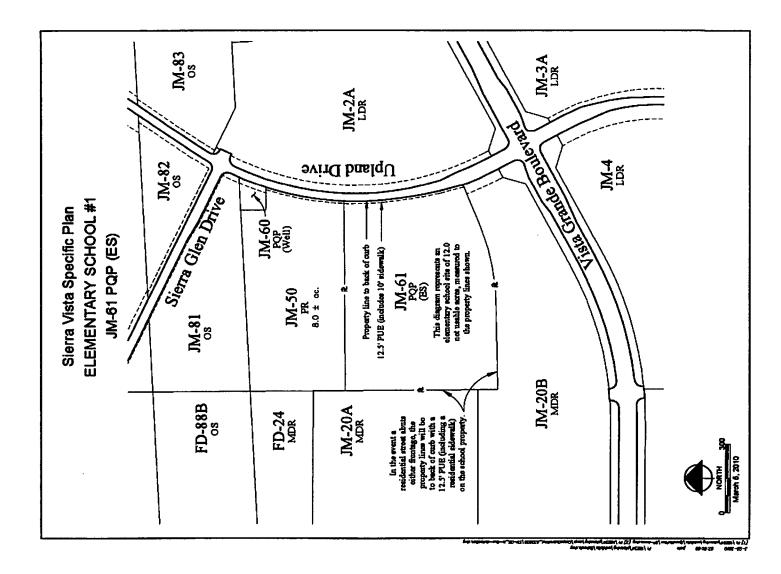
LIST OF SPECIFIC PLAN OWNERS' PROPERTY, ASSESSOR'S PARCEL NUMBERS, AND CONTACT INFORMATION

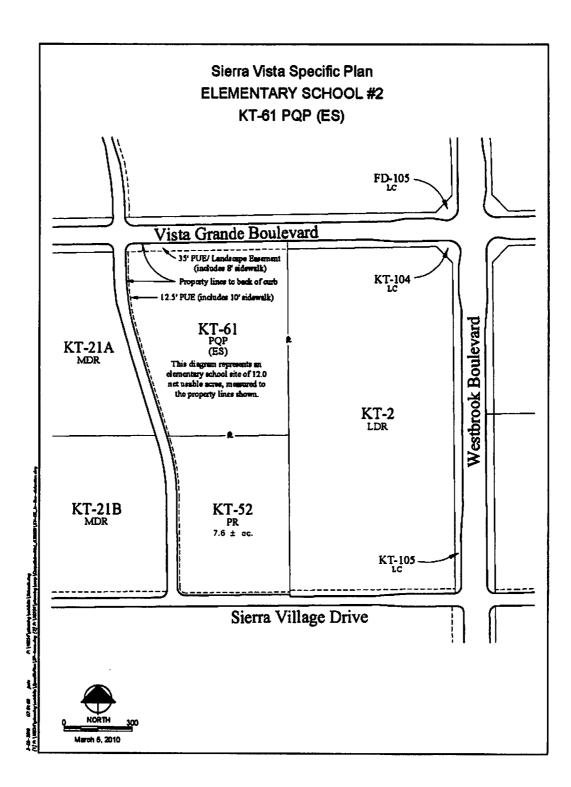
Reference Number	APN Number	Landowner
1	017-150-036 and 017-150-032	Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III
2	017-150-035 017-150-033 017-150-024 017-150-020 017-150-012	Westpark Sierra Vista, LLC 1700 Eureka Road, Suite 140 Roseville, CA 95661 Attention: John Murray Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III Federico-Tyler Family Limited Partnership 4955 E. Anderson, Suite 115 Fresno, CA 93727 Attention: Leonard A. Federico
3	Number intentionall	y removed
4	017-150-030	Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III
5	017-150-029	Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III
6	017-150-009	Baybrook Limited Partnership c/o Regas, Frezados & Harp 111 West Washington Street, Suite 1525 Chicago, IL 60602 Attention: Mr. James A. Regas

Reference Number	APN Number	Landowner
7	017-150-081 and 017-150-082	Baseline P&R, LLC 7700 College Town Drive, Suite 101 Sacramento, CA 95826 Attention: Mark Enes
8	017-150-026	The Cyril G. Barbaccia Irrevocable Trust Dated December 15, 1976 950 South Bascom, Suite 1113 San Jose, CA 95128 Attention: Jack Previte, Trustee
9	017-150-027 and 017-150-039	DF Properties, Inc. 2013 Opportunity Drive, Suite 140 Roseville, CA 95678 Attention: Jeff Ronten, EVP/CFO

EXHIBIT "4"

MAPS OF PROPOSED SCHOOL SITES





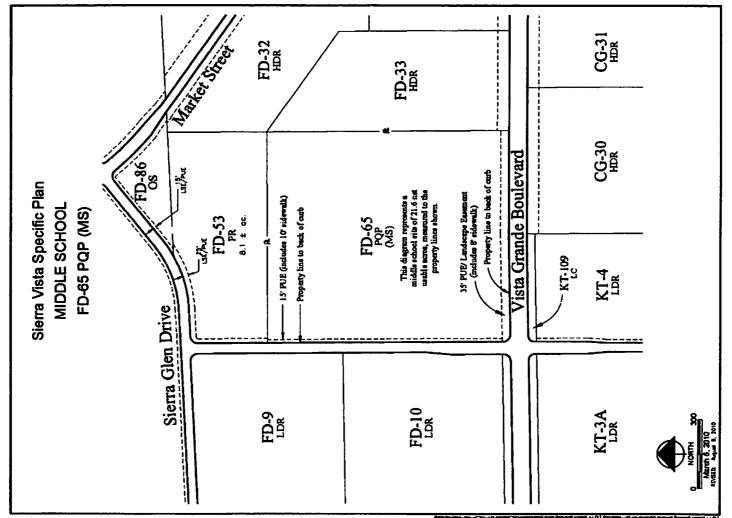


EXHIBIT "5"

LIST OF ALL CURRENT OWNERS OF INITIALLY RESERVED SCHOOL SITES, ASSESSOR'S PARCEL NUMBERS, AND CONTACT INFORMATION

Specific Plan Reference Parcel Number	APN Number	Landowner			
FD 65 Middle School (21.60 net useable acres)	017-150-035	 Westpark Sierra Vista, LLC 1700 Eureka Road, Suite 140 Roseville, CA 95661 Attention: John Murrary Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III Federico-Tyler Family Limited Partnership 4955 E. Anderson, Suite 115 Fresno, CA 93727 Attention: Leonard A. Federico 			
JM - 61 Elementary School (12.0 net usable acres)	017-150-030	Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III			
KT-61 Elementary School (12.0 net usable acres)	017-150-081	Baseline P&R, LLC 7700 College Town Drive, Suite 101 Sacramento, CA 95826 Attention: Mark Enes			

.

EXHIBIL "6

ENTRY FOR THE SCHOOL DISTRICT DUE ALLOCATION FOR PRO RATA SHARE OF POTENTIAL CENTER JOINT UNIFIED SCHOOL DISTRICT

\$22,302%	ACC., 1	5917	2022		(couepeu)	sleloj-due
SLOET O	31	0	29	VS/NWD	Commercial Mored Ups	i)+CLI
\$600	9		91	22	(@)000000000000000000000000000000000000	0HGL
5392	81	24	98	53	Elinebierra PCH	10°33
5338	221	84	68	KS	Instruction (Contraction)	25.01
\$161	96	96	204	SQ/82	(atmospect Row	10-5t
574%	D }	671	6 9	RGARA	Celinobian Road	62-CH
334	301	304	172	SC/SH	(Introbian) ACM	15-01
1482°1	<u>88</u>	83	18	80/88	(altrabian), PGJ	OI-CH
\$1Z1	16	16	£.8†	SO/SA	(altrabian) PGJ	6GH
1.971	98	99	СЬ	80/82	(alifabilita)) P(L)	89-CL
105°)	84	82	89	RS/DS	(altrobiant) Hull	A6-CH
\$180	3	Q	SB	SUSS	(altrabian), Huj	<u>ν</u>
1221	69	69	13.8	80/88	(altrables?) ALL	94
1.51		4 0	14	80/88	(altrables) P(L)	9 0 U
\$40	0	6	81	80/82	(sitrobies?) PC.	HCH I
%.GT	18	<u>6</u> 18	6.8	80/91	Califrebice? FiG.	5 .
S 42%	282	022	1021		(Dr. Properties)	SIE101-QUE
100	36		105	ĴÐ	(Commercial)	01-10
5650	6}		5.62	วย	CC (Commercial)	11-10
190	8		450	ວອ	(B)000000000000000000000000000000000000	01-10
508	G1	143	511	SCISS	(jetinebiash) HOM	DF-30
SIED	9)	9)	35	80/8A	California Picture	DF2
5 MT 1	- HOI	101	ECE	SC/SH	AND	DEL
%12 Z	र्वी के	705	1 33			8 [5]01-0 08
\$000	0		01	<u> </u>	(@]0060000000000000000000000000000000000	00-00
085#	Ø	57	87	80/82	(albehar), AGM	2500
16010	06	09	979	SCASA	delinebian ACM	0051
\$101		18	81	50/8J	Celerebian Fi FiCM	0030
NOS	<u>87</u>	82	29	80/87	(atmbiash) AGJ	003
\$0'		<u></u> ਈ	971	80/8月	(altrebiant) HCJ	B \$00
500 1	K	<u> </u>	113	RS/DS	(initradius), AC.	COSV
1000	<u> </u>	Ê	20	80/87	(atrobian) PCJ	60-1
%2071	¥57	666	£ 95			216101 002
\$199	<u>BR</u>	(2)	071	63	In Tradition of ACIH	1660
\$195	<u> </u>	(20	140	<u></u> £3	ini intervention of the second s	CG30
\$190	<u></u>		67	80/88	(elhebiary) HOM	0360
5302	GI I	<u></u>	330	8C/8F	(altrables?) Fill.	1-60
\$(01)		111 B 400			(n. China Parit and rough)	
984816.2	Sz wi H	d it voo Hv	10 \$10 V	1447407	EURODIAA DUAA YEERAA KE	UD04941

%001	2'510	289 [°] 9	2 896		· · · · · · · · · · · · · · · · · · ·	JA101
\$6182	MIS'I	5 ≢ 5`k	8.662		(Intempolation)	sino-coleja (k
%SF 0	8		63	ABICCIBA	Commercial association and association as	K1-13
\$110	9		818	20	CC (Commercial)	K1-45
NEFO	æ		623	25	CC (Commercial)	KL-N
2018	20 3	901	58	CMINSA	(sel) becall interesting) 00	K1-108
5650	30	30	82	CMU/8A	CC (Commercial Mand Use)	KT-40A
5.001	EO)	061	<u> </u>	24	Bisnebian Pich	KL-30
NOTE	<i>A</i> 1	<u>/0}</u>	9'86	FS/DS	(ethnobleach) HOM	KT2(B
3330	<u>/9</u> }	401	9785	80/87	etimeteria ACM	KT24
3655	305	375	52	80/8H	(einelian), AQA	K1-30
5012	139	138	SE	80/87	(ethnoles/) ACJ	K1 2
<u>1465')</u>	<u> </u>	<u> </u>	[13	RG/8A	etimebiaery RCJ	K14
50011			10	80/87	almobiant Hui	K1-38
%)9')	96	98	8 5	80/89	Gebrebiaey, FICL	KT-3A
5394		811	12	80/88	alimebiany PiQ1	K12
140° I		(05	112	<u>60/89</u>	Gettrebiert HGJ	<u>KL-IB</u>
46 11	22	29	51	80/8N		KL-IV.
%I08I	(≱6	379	0#91		(ឯ) រ នោទ៣ អល់ការ ចោយ៨	aub-telais (A
10	01		19	CC/8V	Commercial sectors	1 111
\$650	31	01	43	CMURAA	Commercial Manual Line	1WHD
3224	69]	60)	18	80/89	gelinebianty Ficht	17MSI
3342	69)	69)	8186	80/89	(etimobian)) PCM	BOSANI
SIGC	061	()6}	1.15	80/87	asinobranya HCM	YCEWIC
5218	i£i	161	592	80/8H	Calimbiant HLL	1144
1451	78	85	194	80/87	almbian Adu	BEW!
\$ 2 51	69	<u>())</u>	8163	80/57	Contraction of the second seco	VEWI
\$650	31	31	E1	80/8J	(altrablast) PCL	11158-5
161°)	69		8.11	80/87	(alimbian) A(J	114545
2001		100 B 70 ((.e. (.) on (.) on (.) on (.)	
as As 19 mil	10011	0.0414.04114	11 \$ 1 (V	144400	POLISKY INVERTORS (APP)	11.04841

UGB 1 = INU RQ1 enO

.

BION

EXHIBIT "7"

SAMPLE ASSIGNMENT AND ASSUMPTION AGREEMENT

WHEN RECORDED, RETURN TO:

ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO THE AGREEMENT BETWEEN THE CENTER JOINT UNIFIED SCHOOL DISTRICT AND _____ Entitled "LANDOWNER'S DEVELOPMENT AGREEMENT (______; Sierra Vista)"

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 20__, by and between ______, a_____ (hereinafter" Assignor"), and ______, a

(hereinafter "Assignee").

RECITALS

A. On ______, 2010, the Center Joint Unified School District ("District") and _______ entered into that certain agreement entitled "Landowner's Development Agreement (______; Sierra Vista)" (hereinafter, the "Landowner/Center Agreement"). Pursuant thereto, Landowner agreed to mitigate the impacts of development of Landowner's property (hereinafter, the "Subject Property") which is located within the Sierra Vista Specific Plan. The Landowner/Center Agreement was made binding upon the Landowner and subsequent owners of the Subject Property. The Landowner/Center Agreement was recorded against the Subject Property in the Official Records of Placer County on _____, 2010 [Instrument No. ____].

B. Assignor is the current owner of all or a portion of the Subject Property.

C. Assignor intends to convey to Assignee all or a portion of the Subject Property commonly referred to as Parcel(s) ____, and more particularly identified and described in

Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel(s)").

D. Assignor desires to assign and Assignee desires to assume all of Assignor's right, title, interest, burdens and obligations under the Landowner/Center Agreement with respect to and as related to the Assigned Parcel(s).

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, effective as of Assignor's conveyance of the Assigned Parcel(s) to Assignee, all of the rights, title, interest, burdens and obligations of Assignor under the Landowner/Center Agreement with respect to the Assigned Parcel(s). Assignor retains all the rights, title, interest, burdens and obligations under the Landowner/Center Agreement with respect to all other property within the Subject Property owned by Assignor.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Landowner under the Landowner/Center Agreement with respect to the Assigned Parcel(s), and agrees to observe and fully perform all of the duties and obligations of Assignor as Landowner under the Landowner/Center Agreement with respect to the Assigned Parcel(s), and to be subject to all the terms and conditions thereof with respect to the Assigned Parcel(s). The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel(s) to Assignee, Assignee shall become substituted for Assignor as the

"Landowner" under the Landowner/Center Agreement with respect to the Assigned Parcel(s), and Assignor shall be released of all obligations under the Landowner/Center Agreement for the Assigned Parcel(s) so conveyed.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. The Notice Address described in Section 15 of the Landowner/Center Agreement for the Landowner with respect to the Assigned Parcel(s) shall be:

Attn: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

ASSIGNOR:

Ву:	
Print Name:	
Title:	

ASSIGNEE:

.

By: _____ Print Name: _____ Title: _____

STATE OF CALIFORNIA)) ss. COUNTY OF _______) on ______, before me, ______, Notary Public, personally appeared _______, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

STATE OF CALIFORNIA

) ss.) ss.)

On ______, before me, ______, Notary Public, personally appeared _______, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Recording Requested by:

Elizabeth B. Hearey, Esq. Atkinson, Andelson, Loya, Ruud & Romo For the benefit of Center Joint Unified School District No fee under Government Code section 6103

When Recorded Mail to:

Elizabeth B. Hearey, Esq. Atkinson, Andelson, Loya, Ruud & Romo 5075 Hopyard Road, Suite 210 Pleasanton, CA 94588

(SPACE ABOVE THIS LINE RESERVED FOR RECORDERS USE)

LANDOWNER'S DEVELOPMENT AGREEMENT

(Mourier Investments, LLC; Sierra Vista - Property No. 5)

This Landowner's Development Agreement ("Agreement"), dated for reference purposes as of January 19, 2011, is entered into by and between the Center Joint Unified School District ("District"), a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California, and Mourier Investments, LLC ("Landowner") which is the owner of certain property and/or options to acquire property planned for urban uses within the Sierra Vista Specific Plan (hereinafter referred to as the "Specific Plan"). District and Landowner are sometimes referred to individually as a "Party" and collectively as the "Parties."

<u>Recitals</u>

A. WHEREAS, Landowner's property (Assessor's Parcel No. 017-150-029) which is subject to this Agreement and which lies within the Sierra Vista Specific Plan, is depicted on **Exhibit "1" (Map of Specific Plan Owners' Property)** and is more particularly described in **Exhibit "2" (Legal Description Landowner's Property)** attached hereto ("Property"); and

B. WHEREAS, all owners of property within the Sierra Vista Specific Plan, with the exception of those property owners described below in Recital "E," are referred to herein as "Specific Plan Owners"; and

C. WHEREAS, the Specific Plan Owners, the property they own within the Specific Plan ("Specific Plan Owners' Property"), and their contact information is described in **Exhibit "3"** (List of Specific Plan Owners' Property, Assessor's Parcel Numbers, and Contact Information); and

D. WHEREAS, all Specific Plan Owners are entering into separate similar development agreements with the District with respect to their property and obligations; and

E. WHEREAS, one portion of the Specific Plan which lies within the District is designated "Urban Reserve" and is currently owned by Westpark S.V. 400, LLC and the Chan family, entities and persons who are not entering into a Development Agreement with the District at this time; and one other portion of the Specific Plan, known as Assessor's Parcel Number 017-150-069, is owned by Computer Deductions, an entity which is also unwilling to enter into a Development Agreement with the District at this time; the owners of the properties described above in this Recital are excluded from the definition of "Specific Plan Owners" for purposes of this Agreement; and

F. WHEREAS, the Property within the Specific Plan is located within an area proposed for annexation to the City of Roseville ("City"); and

G. WHEREAS, the Specific Plan dated May 5, 2010, and approved by the City on that date foresees the development of six thousand six hundred fifty (6,650) student-producing dwelling units and approximately two hundred fifteen (215) acres of commercial development, of which approximately five thousand eight hundred seventy-one (5,871) student-producing dwelling units and two hundred fifteen (215) acres of commercial development lie within the District portion of the Specific Plan ("Specific Plan Owners' Development" or "Project"); and

H. WHEREAS, there are three school districts which serve the Sierra Vista Specific Plan area including: Roseville City School District, Roseville Joint Union High School District, and the Center Joint Unified School District; and

I. WHEREAS, the District anticipates that approximately one thousand five hundred forty-five (1,545) elementary school students, approximately seven hundred sixty-three (763) middle school students, and one thousand one hundred thirty-three (1,133) high school students will be generated for the District from the Project; and

J. WHEREAS, the Specific Plan Owners' development of the Project will increase the size of the student population within the District and require the building of one (1) middle school and two (2) elementary schools; and

K. WHEREAS, the first construction of the Project is expected to commence in 2012 with the first units occupied in 2013; and

L. WHEREAS, the Parties wish to ensure the orderly and expeditious design and construction of school facilities to house students generated by the Project; and

M. WHEREAS, Landowner has entered into a separate development agreement with the City ("City Development Agreement") and has obtained urban zoning for its Property consistent with the Specific Plan; and,

N. WHEREAS, Landowner represents that all entities and persons with an option to purchase Landowner's Property, or a portion thereof, are Parties to this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. <u>Term</u>. This Agreement shall not be effective until all of the following have occurred: execution of this Agreement by the Parties, execution of similar development agreements between the District and all of the Specific Plan Owners, City approval of the Sierra Vista Specific Plan, execution of development agreements between all of the Specific Plan Owners and the City ("City Development Agreements"), and recordation of the City Development Agreements ("Effective Date"). Thereafter, this Agreement shall remain in full force and effect until the Landowner makes all of the payments contemplated herein and discharges its duties under the Agreement.

2. <u>Developer Fees</u>. The District intends to assess developer fees against the Property within the Sierra Vista Specific Plan and within the District's boundaries, pursuant to California Government Code section 65995, *et seq.* The current fees in effect at the time of execution of the Agreement will not determine the level of fees which will be payable by Landowner. The fees payable will be those in effect at the time the fees are payable. The fees payable may be equal to, greater than, or less than the fees currently assessed. This Agreement shall in no way condition, limit, modify, or terminate these statutory rights of the District to impose fees.

3. <u>Covenant to Sell School Sites</u>.

a. <u>Currently Identified School Sites</u>.

(1) The Development of all Specific Plan Owners' Property is anticipated to generate the need for two (2) elementary schools and one (1) middle school. The Specific Plan Owners have agreed to reserve two (2) sites for elementary schools and one (1) site for a middle school ("School Sites") and to sell the School Sites to the District in accordance with the terms of this Agreement and the other Specific Plan Owners' separate development agreements with the District.

(2) The Maps of Proposed School Sites attached as Exhibit "4" depict the currently proposed locations for the identified middle school (FD-65) and two identified elementary schools (KT-61 and JM-61) within the Specific Plan.

(3) The locations of the School Sites may change in the event that the School Sites identified and depicted on Exhibit "4" are not acceptable to the District or the Landowner chooses not to remediate a School Site(s). Therefore, Landowner currently is or may become a School Site owner.

b. <u>Time of Sale</u>.

(1) Each School Site will be sold and delivered in construction-ready condition (see 3.d. below for definition of "construction-ready") as and when requested by the District and subject to the District's receiving approval of the School Site(s) from the California Department of Education and obtaining funding for the purchase(s).

(2) <u>Time for Request to Purchase</u>. The District may make a request to purchase the School Sites according to the following schedule:

(i) <u>School Site E-1 (Specific Plan Parcel JM-61)</u>: The District may request to purchase School Site E-1 any time after the City issues the 150th residential building permit within the District's portion of the Specific Plan area, but no later than the later of one hundred eighty (180) days after the City issues the 2,000th building permit within the District's portion of the Specific Plan area or completion of all necessary work for School Site approval by the California Department of Education, which approval the District shall seek using reasonable, good faith efforts.

(ii) <u>School Site E-2 (Specific Plan Parcel FD-65)</u>: The District may request to purchase School Site E-2 any time after the City issues the 2,750th residential building permit within the District's portion of the Specific Plan area, but no later than the later of one hundred eighty (180) days after the City issues the 4,000th residential building permit within the District's portion of the Specific Plan or completion of all necessary work for School Site approval by the California Department of Education, which approval the District shall seek using reasonable, good faith efforts. In addition, for School Site E-2, the District may also request that the Specific Plan Owner that owns the School Site sell the School Site before the City issues the 2,750th residential building permit within the District's portion of the Specific Plan area if development is occurring immediately around School Site E-2 and public improvements necessary to serve the School Site have been constructed.

(iii) <u>School Site E-3 (Specific Plan Parcel KT-61)</u>: Any time after the City issues the 2,000th residential building permit within the District's portion of the Specific Plan area, but no later than one hundred eighty (180) days after the City issues the 3,250th residential building permit within the District's portion of the Specific Plan or completion of all necessary work for the School Site approval by the California Department of Education, which approval the District shall seek using reasonable, good faith efforts.

(3) <u>School Site E-1. Options Available to Developers of First 150 Residential</u> <u>Units for the Schedule of Improvements and Access to School Site</u>. Those Specific Plan Owners (or successors in interest) who have developed in the Plan Area by obtaining a building permit prior to or at the time that any Specific Plan Owner (or successor in interest) triggers the permit threshold set forth above for a particular School Site are referred to herein as "Developing Specific Plan Owners." Developing Specific Plan Owners may collectively elect one of the following options for providing initial school facilities within thirty (30) days of District's request to purchase School Site E-1. Developing Specific Plan Owners shall not be required to construct the site improvements to School Site E-1 except as set forth below:

<u>Option 1.</u> <u>Develop School Site E-1</u>. Obtain from landowner of School Site E-1 the rights to develop and thereafter execute or cause the execution of the sale of School Site E-1 to the District, subject to the following modified requirements for allowing the District access and the timeline for the construction of improvements:

(a) Nine (9) months after the District's request to purchase School Site E-1, provide the District with access to School Site E-1 via a gravel road. The corners of School Site E-1 shall be marked, but shall not be required to be monumented until the legal parcel for the School Site E-1 is created;

(b) Twenty-one (21) months after the District's request to purchase School Site E-1, provide adequate water service to School Site E-1 to support school construction (which service may be temporary);

(c) Twenty-four (24) months after the District's request to purchase School Site E-1, provide temporary electrical service to School Site E-1; and,

(d) Thirty-six (36) months after the District's request to purchase School Site E-1, complete all connections to all utilities and required frontage improvements for School Site E-1.

Notwithstanding the foregoing, after the occupancy of one hundred fifty (150) K-6 students within the Specific Plan (which is estimated to be occupancy of 424 LDR/MDR units using District student generation rates), School Site E-1 shall be provided in construction-ready status as described in Section 3.d. below within ninety (90) days or the builders and Specific Plan Owners shall stop obtaining additional occupancy permits within the Specific Plan. Student occupancy, not the number of LDR/MDR units, shall control.

Except as expressly modified by this paragraph, all provisions and timelines for the improvement and sale of School Site-E-1 shall apply.

<u>Option 2</u>. <u>Transportation</u>. Provide the District with transportation costs for students that occupy any residential unit within the initial development of the Specific Plan and as follows:

Number of Students	Fee for Service for First Three (3) Years of Transportation (to be paid in advance on exercise of the option.)	Fee for Service for Second Three (3) Years of Transportation (to be paid before the beginning of the second three (3) years.)		
1-56	\$710,000.00	\$710,000.00		
57-103	\$710,000.00	\$710,000.00		
104-150	\$710,000.00	\$710,000.00		

Fees shall be paid for student transportation until School Site E-1 improvements are completed and the site is delivered to the District at close of escrow.

Transportation fees shall be charged up to a maximum of six (6) years.

Notwithstanding the foregoing, after the occupancy of one hundred fifty (150) K-6 students within the Specific Plan (which is estimated to be occupancy of 424 LDR/MDR units using District student generation rates), School Site E-1 shall be provided in construction-ready status as described in Section 3.d. below within ninety (90) days or the builders and Specific Plan Owners shall stop obtaining additional occupancy permits within the Specific Plan. Student occupancy, not the number of LDR/MDR units, shall control.

<u>Option 3.</u> <u>Temporary School Site</u>. Provide, at no expense to the District, a temporary School Site with the following provided:

(a) A secure fenced rectangular site of a minimum of 5.5 acres with a width to length ratio of no greater than 0.75.

(b) Developed frontage to include curb, gutter, and sidewalk and a bus pullout to City of Roseville Planning Department specifications.

(c) On-site parking of a minimum of forty (40) spaces.

(d) All utilities that are described and enumerated in this Agreement for School Site E-1.

(e) A level asphalt area of 20,000 square feet to be used for relocatable building placement and hardcourt playfields.

(f) Four (4) acres of level turf playfields.

(g) Four (4) relocatable Division of the State Architect (DSA) approved classrooms, one of which is equipped with two restrooms suitable for kindergarten children.

(h) Four (4) portable DSA approved restroom facilities (in one (1) or two (2) structures), two (2) for students and two (2) for staff.

(i) A DSA approved portable multipurpose room with a minimum of 1,920 square feet of open area.

(j) A DSA approved 960 square-foot office facility to accommodate the site administrator, nurse, attendance clerk, and custodian.

(k) DSA approved play apparatus for K-5 students.

(1) Notwithstanding the foregoing, within ninety (90) days of occupancy of one hundred fifty (150) students within the Specific Plan (which is estimated to be occupancy of 424 LDR/MDR units using District student generation rates), provide the site identified as School Site E-1 in construction-ready status as described in Section (3) above or the builders and/or owners shall stop obtaining

additional occupancy permits within the Specific Plan. Student occupancy, not the number of LDR/MDR units, shall control.

If no option is selected within thirty (30) days of the District's request to buy School Site E-1, the Developing Specific Plan Owners shall be deemed to have selected Option 2 (Transportation).

School Site E-2 and E-3, Schedule of Improvements, and Access to (4) School Sites. The Landowners of School Sites E-2 and E-3 shall give the Developing Specific Plan Owners the right to develop School Sites E-2 and E-3 and the Landowners of School Sites E-2 and E-3 shall thereafter execute or cause the execution of the sale of School Sites E-2 and E-3 to the District. With respect to School Sites E-2 and E-3, the Developing Specific Plan Owners shall use commercially reasonable diligent efforts to complete the design of the improvement plans for the construction-ready improvements and obtain approval thereof from the City within six (6) months of the District's request. Developing Specific Plan Owners shall complete the construction-ready improvements for School Sites E-2 and E-3 within one (1) year of City and District approval of the improvement plans. The District shall be granted the opportunity to enter each School Site in order to begin the District's environmental testing and investigations within nine (9) months of the date on which the District requests to purchase the School Site. If the Developing Specific Plan Owners fail to provide School Site E-2 or E-3 in a timely manner as set forth herein, the builders and the Specific Plan Owners shall stop obtaining additional occupancy permits within the Specific Plan.

c. <u>Separate Purchase Agreement</u>. To the extent a School Site falls within the Property of Landowner, the Landowner agrees to sell the School Site to the District and the District agrees to purchase the School Site from the Landowner after the District's request to purchase and the California Department of Education approves the School Site. The terms and conditions of each purchase shall be controlled by the provisions set forth in this Agreement and by a separately executed purchase agreement for the School Site.

Construction-Ready Parcel. Each School Site owned by Landowner, if any, shall d. be delivered to the District in a construction-ready condition. Construction-ready is defined as the School Site having a maximum slope of 2% except for street transitions and with utilities and other improvements as set forth below. If the School Site has slopes greater than 2%, then the School Site shall be rough graded, such that commercially reasonable efforts shall be made by such Specific Plan Owners through contour grading so as to achieve no more than a 2% maximum slope between any two points (or as otherwise mutually agreed by the Parties hereto). Utilities shall be stubbed to the School Site in the location(s) selected by the District, and approved by the California Department of Education, including water, sewer, cable hookups, and fiber optics if available. The Developing Specific Plan Owners' engineer and the District's engineer shall work together to evaluate the construction ready site (as defined above) such that earthwork balance can be achieved using commercially reasonable efforts. In addition, curbs, gutters, and roads on two sides adjacent to the School Site, in accordance with District and City plans for the School Site, shall be substantially completed and available for public use as part of such construction-ready condition unless otherwise agreed by the District. The School Site shall be prepared in accordance with the standards for school site construction, as approved by the

Division of State Architect and the California Department of Education, or other applicable authority and shall include the following:

(1) <u>Utilities</u>. Utility services to the property line shall include water, sewer, gas, electricity, cable television, and telephone and fiber optics which shall be stubbed to the School Site. (Notwithstanding the foregoing, fiber optics shall be provided only if available.)

(2) <u>Off-Site Development</u>. Improvements outside of the property lines of each School Site shall include: pavement of streets, curbs, and gutters adjacent to the School Site and the extension of paved streets and permanent or temporary sidewalks as needed to provide access to the School Site from a major roadway.

(3) <u>On-Site Development</u>. Improvements inside of School Site property lines shall include: site clearance and grub for areas to be contour graded, demolition of any existing structures, removal/relocation of utility services, construction ready-site (as defined above), and erosion control, as shown on applicable improvement/grading plans approved by the City of Roseville.

(4) <u>Report Preparation</u>. Landowner agrees to provide District with a Phase 1 hazard report and a soils report for the School Site to be used by District to obtain any required CEQA approval and California Department of Education ("CDE") approval for School Site construction on Landowner's Property. Landowner will assist the District, at no additional cost or liability to District, in obtaining a letter of approval for the School Site purchase from the California Department of Education.

(5) <u>Remediation or Replacement</u>. If the reports prepared in paragraph 3.d.(4) above result in the need for environmental remediation measures or further testing for a specific School Site, the Landowner, if an owner of such School Site, shall, at its sole cost and expense, either fully remediate the condition of the School Site and/or provide such additional testing for the School Site, or provide District with an equivalent replacement School Site satisfactory to the District that does not require remediation and that meets the requirements for a School Site as set forth in this Agreement. Any replacement site shall thereafter be deemed a "School Site" for purposes of this Agreement. This issue of hazardous substances remediation or School Site replacement shall be developed in greater detail in the subsequent purchase agreement for the School Site to be entered into between the Landowner and the District. If the Landowner fails to provide an adequate School Site, the District may bring an eminent domain action to acquire a site within the Specific Plan. All litigation expenses incurred by the District shall be apportioned among the Specific Plan owners in accordance with the apportionment formula for pro rata shares set forth in section 6 below.

e. <u>School Site Size</u>. The construction-ready School Sites shall be approximately and no less than the following size:

- (1) Elementary Schools 12.0 net usable acres for each site;
- (2) Middle School 21.60 net usable acres.

4. <u>Purchase of School Site</u>. The purchase price for a School Site shall be based on the fair market value of the School Site as of the date of acquisition by the District, based on an appraised value of the School Site with the completed improvements installed pursuant to Section 3 above. The appraisal shall be obtained by the District from an appraiser with MAI credentials. The fair market value shall assume underlying residential density for the School Site comparable to the zoning for adjacent residential development (or the average densities thereof if adjacent properties are zoned for different residential densities).

5. <u>Lease-Purchase</u>. As an alternative to purchasing a School Site, and subject to the mutual agreement of the Parties, the District may lease a School Site for a stated period of years, not to exceed five (5) years, at the end of which period the District shall purchase the School Site for the agreed-upon price, reflecting fair market value of the School Site and providing credit for the lease payments, as mutually agreed to by the Parties.

6. <u>Failure to Sell Reserved School Site</u>. The current owners of currently reserved School Sites, their contact information, and the Assessor's Parcel Number for each School Site are listed in **Exhibit "5."** In the event that any Specific Plan Owner who is an owner of a School Site, including the owner of a currently reserved School Site and/or the owner of a replacement School Site described in section 3.d.(5) of this Agreement, refuses to enter into a Purchase Agreement and/or sell a School Site to the District as and when required hereunder, then all of the Specific Plan Owners, including but not limited to the Landowner, shall collectively pay the following amounts to the District:

a. the difference between the District offer of fair market value to purchase such a School Site and the ultimate condemnation award or settlement; and

b. the District's costs and fees, including but not limited to attorneys' fees, incurred to complete the purchase of the School Site by eminent domain.

The costs shall be apportioned to the Specific Plan Owners on a pro-rata basis based on dwelling units equivalents (DUEs) of a Specific Plan Owner's property in the District's portion of the Specific Plan. In the case of commercially zoned properties, a DUE factor shall be established based upon the proportional relationship of the District's per square foot commercial development fee compared to its per square foot residential development fee all as set forth in **Exhibit "6" (Center Joint Unified School District DUE Allocation for Pro Rata Share of Potential Future Eminent Domain Costs)** attached hereto. By way of example only, if the District's per square foot commercial development fee is roughly one-seventh (1/7th) of its per square foot residential development fee, the pro-rata share of the District's eminent domain fees and costs to be apportioned to commercially zoned property would be 1/7 of the pro-rata share per DUE of single-family residentially zoned property.

7. <u>Manner of Financing</u>. District expects to fund the construction, furnishing, and equipping of new school facilities with a combination of District general obligation funds, developer fees described in Section 2, and a State funding contribution. Provided, however, the Parties agree that the sole financial obligation of purely commercial development under this Agreement shall be to pay the school fees then authorized by statute to be levied against such uses. 8. <u>Notice to New Owners and Acknowledgment</u>. Before each and every portion of the Property is conveyed, the then current Landowner(s) of the portion of the Property to be conveyed, (which may be the original Landowner or the original Landowner's heir, successor-ininterest, or assign) shall disclose and require any builder thereon to disclose to the subsequent purchaser(s) or subsequent owner(s) prior to the close of escrow that the Property lies within the Center Joint Unified School District. The then current Landowner shall obtain the subsequent owner's written acknowledgement of this notice prior to the close of escrow. Within fifteen (15) days of each conveyance of all or a portion of the Property, the then current Landowner who has provided the notice and obtained the written acknowledgement shall provide a copy of the notice and the acknowledgment to the District. After an individual homeowner has acquired a lot with a home already constructed thereon, this provision shall no longer apply to that portion of the Property.

9. <u>Binding On Heirs, Successors, and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns. Retail tenants and homeowners in the Project are not heirs, successors, and assigns and are not subject to this Agreement.

10. <u>Covenant Running With the Land</u>. This Agreement is for the benefit of the District and the Property shown in Exhibit "1" and described in Exhibit "2" and is intended to preserve the value of said Property and enhance its development. This Agreement shall be recorded in the official records of Placer County at or about the same time but not before the Development Agreement(s) with the City are recorded and this Agreement shall constitute a covenant running with the land.

11. <u>Disputes</u>. If a dispute arises relating to the interpretation of, enforcement of, or compliance with the terms of this Agreement, the Landowner and the District shall first attempt to resolve such dispute through informal discussions or negotiations. Any Party may convene such discussions by written notice and shall reasonably accommodate the other Party with respect to scheduling. If the dispute is not resolved in this manner within thirty (30) days, it may be referred to mediation upon the request of either Party for a period not to exceed an additional thirty (30) days. This dispute resolution process shall be undertaken in good faith and exhausted prior to judicial review. However, compliance with this process does not waive any Party's obligation to comply with, or right to assert as a defense, any applicable statute of limitations. The Parties may agree in writing to toll any applicable statute of limitations for such period as may reasonably be necessary to complete the dispute resolution process.

12. Breach, Default, and Cure.

a. <u>Notice of Breach</u>. If a Party materially breaches or fails to comply with any of its obligations under this Agreement, such breaching party shall have thirty (30) days following receipt of written notice of breach from the non-defaulting Party ("Breach Notice") to cure such breach or noncompliance ("Cure Period"). If such breaching Party shall not have cured such breach or noncompliance within the Cure Period and after the expiration of fifteen (15) days from the later of the expiration of the Cure Period and the date it receives written notice of default ("Default Notice"), it shall be deemed in default ("Default") under this Agreement; provided, however, that if the nature of the breach or noncompliance reasonably requires more

than thirty (30) days to cure, the breaching Party shall not be in Default under this Agreement so long as the breaching Party commences such cure within the Cure Period and diligently prosecutes such cure, and provided further that each of the Breach Notice and the Default Notice shall set forth in reasonable detail the nature of the breach, noncompliance, or Default, as the case may be. Copies of all notices required hereunder shall be sent to all Parties to this Agreement.

b. <u>Default Remedies</u>. Upon a Default pursuant to Section 12(a), the non-defaulting Party shall have the following cumulative rights and remedies: (a) to specifically enforce the obligations under this Agreement, or (b) to exercise any and all other rights and remedies the non-defaulting Party may have under this Agreement and/or under the law by reason of the Default.

13. Assignment of Liability.

a. <u>In General</u>. Landowner acknowledges that all terms and conditions of this Agreement shall be binding on all successors-in-interest, including but not limited to purchasers of all or a portion of each Landowner's Property. Provided, however, bona fide, good faith purchasers of completed homes shall not be subject to the provisions of this Agreement.

b. Notice of Assignment, Assignment, and Assumption Agreement. Upon any sale or transfer of any parcel of land in bulk or individual lot which occurs prior to issuance of final building inspection or certificate of occupancy, Landowner shall give written notice of the sale or transfer, including the name, address, and telephone number of purchaser or transferee to the District. Landowner and any successor-in-interest to the Landowner subject to this Agreement shall execute an Assignment and Assumption Agreement in a form which reflects and acknowledges the terms of this Agreement. A sample form Assignment and Assumption Agreement is attached as **Exhibit "7."**

14. <u>Termination of Agreement</u>. This Agreement shall automatically be terminated, without any further action by either Party or need to record any additional document, with respect to any residential lot within the Project, when all of the following conditions are met: full payment of developer fees as stated in Section 2 with respect to such residential lot, the completion of a fully improved lot, the conveyance of such improved residential lot by Landowner, or any successorin-interest of Landowner, to a bona-fide good faith purchaser thereof and the occupancy of the residences on said residential lot.

15. <u>Notices</u>. All notices or other communications that may be given under this Agreement shall be in writing and shall be served personally or by certified or first-class mail, postage prepaid, return receipt requested, or sent by overnight delivery, postage prepaid, addressed as follows, or to such other address as either Party may provide the other Party in writing:

Notices to the District shall be addressed to the following address:

Center Joint Unified School District 8408 Watt Avenue Antelope, California 95843-9116 Attn: Assistant Superintendent, Facilities and Operations

Notices to Landowner shall be addressed to the following address:

Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attn: John L. Mourier, III

and shall also be copied to:

Marcus J. Lo Duca Lo Duca & Avdis LLP 3200 Douglas Boulevard, Suite 300 Roseville, California 95661

16. <u>Entire Agreement, Waivers, and Amendments</u>. This Agreement and any written agreement entered into by the Parties with respect to the Property, incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by District and Landowner which has not then completed development of its Property.

17. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one in the same Agreement.

18. <u>California Law</u>. This Agreement shall be governed and construed in accordance with the laws of the State of California.

19. Additional Representations of Authority.

a. Landowner represents and warrants that the individual(s) executing this Agreement on its behalf have the legal power, right, and actual authority to bind Landowner to the terms and conditions of this Agreement.

b. District represents and warrants that the individual executing this Agreement on behalf of District has the legal power, right, and actual authority to bind the District to the terms and conditions of this Agreement.

20. <u>Severability</u>. Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or

provisions shall not be affected thereby, and each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

21. <u>Time</u>. Time is of the essence of this Agreement and of each and every term.

22. <u>Attorney's Fees</u>. In the event of any action or proceeding brought by either Party against the other Party under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs in such action or proceeding in such amount as the court may adjudge.

23. <u>Assignment</u>. Landowner shall not assign this Agreement or any right or privilege under this Agreement without the prior written consent of District, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon prior written notice to the District, Landowner may assign this Agreement to Landowner's subsequent purchaser(s) of Landowner's Property, or any portion thereof, including builders, or to any affiliate of Landowner owned or controlled by Landowner, without first obtaining District consent.

24. <u>Third Party Beneficiaries</u>. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

25. <u>Exhibits</u>. The Exhibits attached to this Agreement are incorporated herein by this reference and made a part hereof. Said Exhibits are identified as follows:

Exhibit "1"	Map of Specific Plan Owners' Property
Exhibit "2"	Legal Description of Landowner's Property
Exhibit "3"	List of Specific Plan Owners' Property, Assessor's Parcel Numbers, and Contact Information
Exhibit "4"	Maps of Proposed School Sites
Exhibit "5"	List of All Current Owners of Initially Reserved School Sites, Assessor's Parcel Numbers, and Contact Information
Exhibit "6"	Center Joint Unified School District DUE Allocation for Pro Rata Share of Potential Future Eminent Domain Costs

26. <u>Effect of Recitals</u>. The Recitals above are deemed true and correct, are hereby incorporated into this Paragraph as though fully set forth herein, and Landowner and District acknowledge and agree that they are each bound by the same.

Sample Form of Assignment and Assumption

Exhibit "7"

27. <u>Force Majeure</u>. Each Party's obligations hereunder shall be delayed (i) by the acts, omissions, delays, or neglect of the other Party, any employees or agents of the other Party, any contractor employed by the other Party, and any subcontractor, employees, or agents of such contractor employed by the other Party, (ii) by acts of God, (iii) by climatic conditions (including

without limitation any time periods for which the Party's work or any part thereof is stopped or delayed due to rain or other weather problems), (iv) by unavoidable casualties, (v) by labor disputes beyond the Party's control, (vi) by shortages or unavailability of materials beyond the Party's control, (vii) by any act, omission, neglect, or delay in acting by any governmental agency, or (viii) by any other causes beyond the Party's control (collectively, "Force Majeure Event") for a time period equal to such delay.

28. <u>Nondiscrimination</u>. There shall be no discrimination by Landowner or District against any person on account of race, color, religion, sex, marital status, national origin, or ancestry in the performance of their respective obligations under this Agreement.

29. <u>Rights and Remedies Are Cumulative</u>. Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same Default or any other Default by another Party.

30. <u>Provisions Required by Law Deemed Inserted</u>. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party, the Agreement shall forthwith be physically amended to make such insertion or correction.

31. <u>Cooperation</u>. District and Landowner acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to accomplish the objectives and requirements that are set out in this Agreement. Both District and Landowner hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete this transaction in accordance with the intent of the Parties as evidenced in this Agreement and attached Exhibits hereto.

32. <u>Interpretation Guides</u>. In interpreting this Agreement, it shall be deemed that the Agreement was prepared by the Parties jointly and no ambiguity shall be resolved against either Party on the premise that it or its attorneys were responsible for drafting this Agreement or any provision thereof. Headings used in this Agreement are for convenience and ease of reference only and are not intended nor may be constructed as a guide to interpret any provision of this Agreement.

33. <u>Due Authority of Signatories to Execute Agreement</u>. Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the Party which he or she represents to enter into this Agreement on behalf of the Party.

34. <u>No Joint Venture</u>. The relationship of the Parties to this Agreement is determined solely by the provisions of this Agreement. This Agreement does not create and shall not be construed to create any agency, partnership, joint venture, trust, or other relationship with duties or incidents different from those of parties to an arm's length contract. 35. <u>Eminent Domain</u>. Nothing in this Agreement shall prevent the District from exercising its rights of eminent domain pursuant to law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

Date: _____

CENTER JOINT UNIFIED SCHOOL DISTRICT

BY:

Scott Loehr Superintendent

Date: <u>/-/D -//</u>____

APPROVED AS TO FORM:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

BY: Alexeborth BURNIN Elizabeth B. Hearey, Esq.

Counsel for Center Joint Unified School District

LANDOWNER

Date: 1 - 5 - 11

Date: /-6-//

MOURIER INVESTMENTS, LLC a California limited liability company

0 BY: (

John/L. Mourier, III Its: Managing Member

APPROVED AS TO FORM:

LO DUCA & AVDIS LLP BY: Lance

Marcus J. Lo Duca, Esq. Counsel for Landowner STATE OF CALIFORNIA) COUNTY OF <u>PLACE</u>) SS.

On <u>1-5-11</u>, before me, <u>KARCH</u> <u>Headley</u>, Notary Public, personally appeared <u> $T_{5}h_{H}$ <u> $L_{r}M_{cuner}TH$ </u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</u>

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

KAREN HEADLEY Commission # 1903138 Notary Public - California Placer County My Comm. Expires Oct 3, 2014	WITNESS my hand and official seal.
(seal)	

STATE OF CALIFORNIA

) ss.) ss.)

On ______, before me, ______, Notary Public, personally appeared ______, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

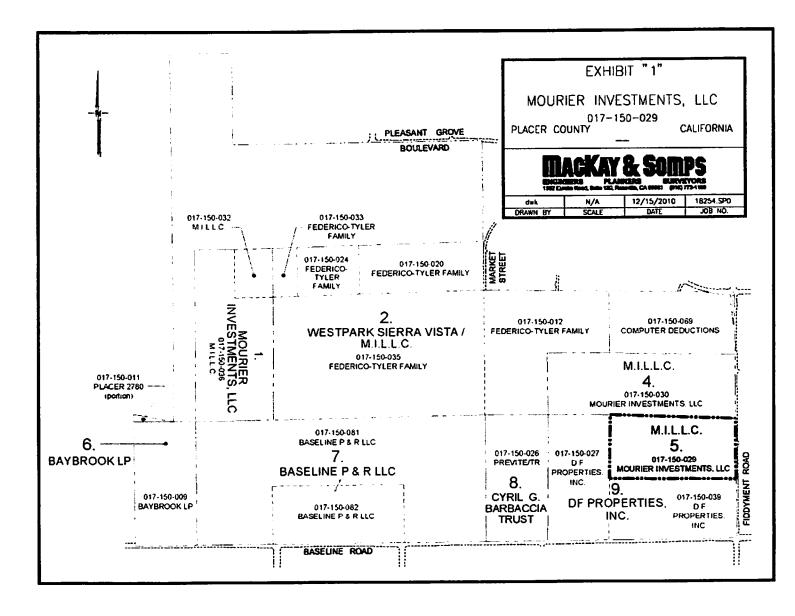
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)







17

EXHIBIT "2"

LEGAL DESCRIPTIONS OF LANDOWNER'S PROPERTY

All that real property situated in a portion of Section 36, Township 11 North, Range 5 East, Mount Diablo Meridian, County of Placer, State of California, being more particularly described as follows:

Property No.5 APN 017-150-029

A portion of said Section 36 being further described as Parcel 'D' as shown on Parcel Map No. 73362 filed for record in Book 15 of Parcel Maps at Page 143, Placer County Records.

Containing 80.1 acres, more or less.

EXHIBIT "3"

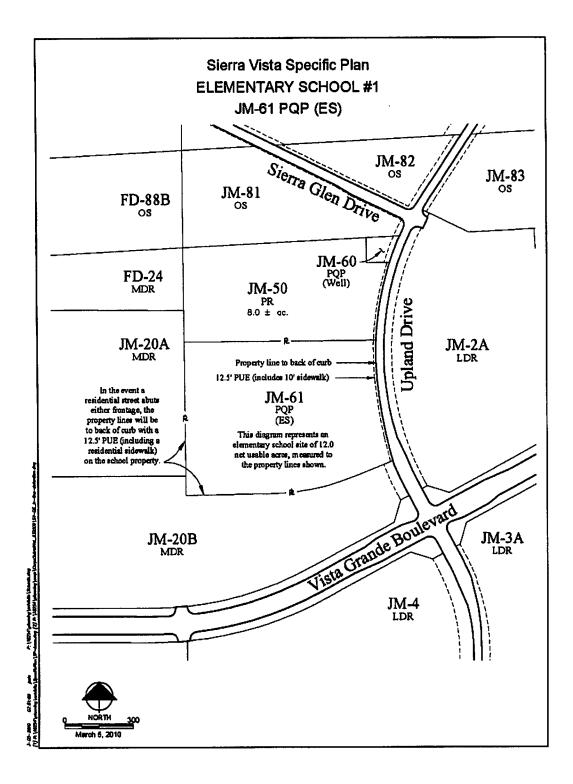
LIST OF SPECIFIC PLAN OWNERS' PROPERTY, ASSESSOR'S PARCEL NUMBERS, AND CONTACT INFORMATION

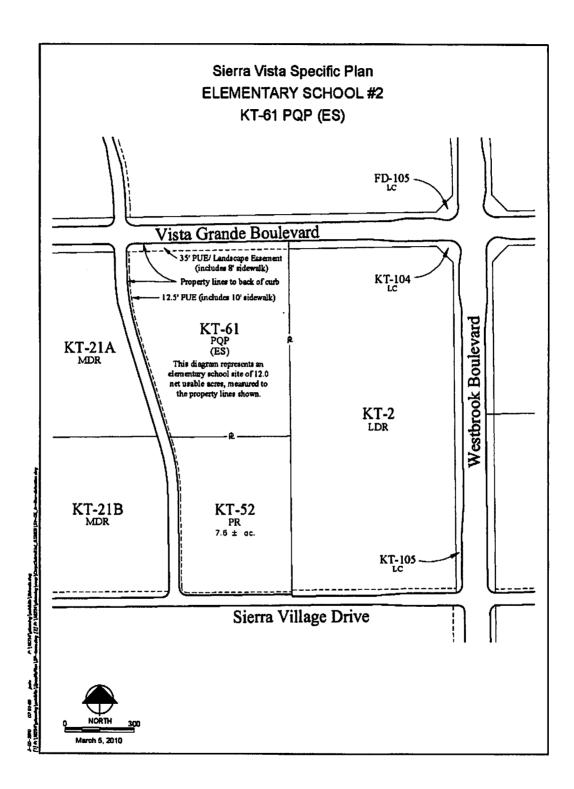
Reference Number	APN Number	Landowner
1	017-150-036 and 017-150-032	Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III
2	017-150-035 017-150-033 017-150-024 017-150-020 017-150-012	 Westpark Sierra Vista, LLC 1700 Eureka Road, Suite 140 Roseville, CA 95661 Attention: John Murray Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III Federico-Tyler Family Limited Partnership 4955 E. Anderson, Suite 115 Fresno, CA 93727 Attention: Leonard A. Federico
3	Number intentional	ly removed
4	017-150-030	Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III
5	017-150-029	Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III
6	017-150-009	Baybrook Limited Partnership c/o Regas, Frezados & Harp 111 West Washington Street, Suite 1525 Chicago, IL 60602 Attention: Mr. James A. Regas

Reference Number	APN Number	Landowner
7	017-150-081 and 017-150-082	Baseline P&R, LLC 7700 College Town Drive, Suite 101 Sacramento, CA 95826 Attention: Mark Enes
8	017-150-026	The Cyril G. Barbaccia Irrevocable Trust Dated December 15, 1976 950 South Bascom, Suite 1113 San Jose, CA 95128 Attention: Jack Previte, Trustee
9	017-150-027 and 017-150-039	DF Properties, Inc. 2013 Opportunity Drive, Suite 140 Roseville, CA 95678 Attention: Jeff Ronten, EVP/CFO

EXHIBIT "4"

MAPS OF PROPOSED SCHOOL SITES





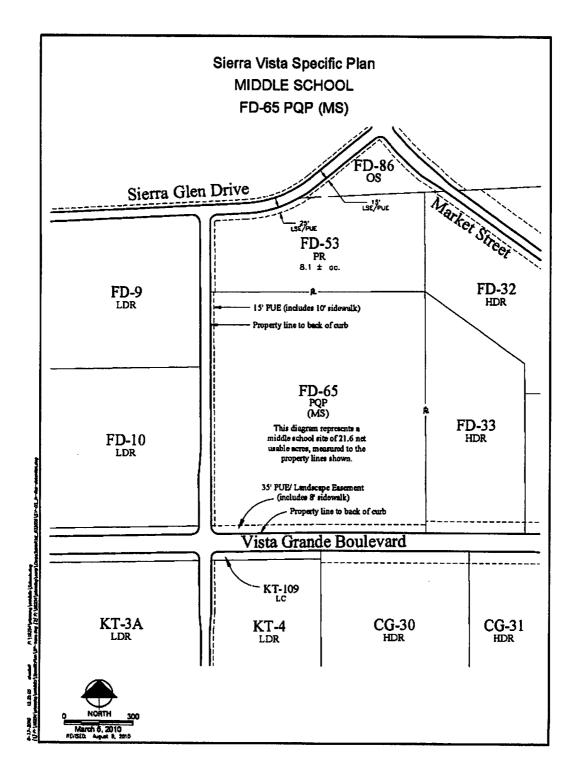


EXHIBIT "5"

LIST OF ALL CURRENT OWNERS OF INITIALLY RESERVED SCHOOL SITES, ASSESSOR'S PARCEL NUMBERS, AND CONTACT INFORMATION

Specific Plan Reference Parcel Number	APN Number	Landowner
FD 65 Middle School (21.60 net useable acres)	017-150-035	Westpark Sierra Vista, LLC 1700 Eureka Road, Suite 140 Roseville, CA 95661 Attention: John Murrary Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III Federico-Tyler Family Limited Partnership 4955 E. Anderson, Suite 115 Fresno, CA 93727 Attention: Leonard A. Federico
JM - 61 Elementary School (12.0 net usable acres)	017-150-030	Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III
KT-61 Elementary School (12.0 net usable acres)	017-150-081	Baseline P&R, LLC 7700 College Town Drive, Suite 101 Sacramento, CA 95826 Attention: Mark Enes

EXHIBIT "6

CENTER JOINT UNIFIED SCHOOL DISTRICT DUE ALLOCATION FOR PRO RATA SHARE OF POTENTIAL FUTURE EMINENT DOMAIN COSTS

(Brown, Linst and Bac) OPT IS CG-1 LDR Residential, R8/DS 23.0 115 145 CG-20 MDR Residential, R3/DS 4.0 4.4 4 CG-30 HDR Residential, R3/DS 4.0 4.0 4.0 CG-31 HDR Residential, R3 14.0 42.0 287 CG-31 HDR Residential, R3 14.6 42.0 287 SUDTotols (CGB) 55.5 900 7.3 3 3 CO-4 LDR Residential, R3/DS 142 71 71 CO-28 LDR Residential, R3/DS 142 73 73 CO-3 LDR Residential, R3/DS 144 84 84 CO-29 LDR Residential, R3/DS 8.4 84 84 CO-20 MDR Residential, R3/DS 6.6 50 50 CO-20 MDR Residential, R3/DS 8.4 84 64 CO-40 <td< th=""><th>ofSVSP</th></td<>	ofSVSP
CG-1 LDR Residential R8/D8 23.0 115 115 CG-20 MDR (Hestertial R3/D8 4.9 44 44 CG-30 HDR (Hestertial R3 14.0 420 287 CG-31 HDR (Hestertial R3 14.0 420 287 SUD-Iolo3 (CGB) 53.5 93.0 7.3 3 3 CO-4 LDR (Hestertial) R3/D8 0.7 3 3 CO-2 LDR (Residential) R3/D8 14.2 71 71 CO-2 LDR (Residential) R3/D8 14.6 73 73 CO-2 LDR (Residential) R3/D8 6.4 84 84 CO-2 MDR (Residential) R3/D8 4.6 43 43 CO-2 MDR (Residential) R3/D8 14.6 43 43 CO-2 MDR (Residential) R3/D8 14.6 43 43 CO-2 MDR (Residential) R3/D8 16 50	11003
CG-20 MDR (Residentia) Rs/DS 4.9 4.4 44 CG-30 HDR (Residentia) R3 14.0 20 287 CG-31 HDR (Residentia) R3 14.0 20 287 CG-31 HDR (Residentia) R3 14.0 20 287 SUD-10105* (GGB) 33.5 933 7.44 44 CO-1 LDR (Residentia) R3/DS 14.2 71 71 CO-2A LDR (Residentia) R3/DS 14.2 71 71 CO-3 LDR (Residentia) R3/DS 14.8 73 73 CO-3 LDR (Residentia) R3/DS 5.6 50 50 CO-2D MDR (Residentia) R3/DS 8.4 84 84 CO-2D MDR (Residentia) R3/DS 5.6 50 50 CO-2D MDR (Residentia) R3/DS 14.9 43 43 CO-2D MDR (Residentia) R3/DS 14.9 44 44 </td <td>2.20%</td>	2.20%
CG-30 HDR (flest/dentia) R3 H40 420 287 CG-31 HDR (flest/dentia) R3 H40 420 287 SUD-TotB3 (CGB) C3.5 983 7.34 287 CO-1 LDR (flest/dentia) R3/D8 0.7 3 3 CO-2A LDR (flest/dentia) R3/D8 0.7 3 3 CO-2A LDR (flest/dentia) R3/D8 0.7 3 3 CO-3 LDR (flest/dentia) R3/D8 14.2 71 71 CO-3 LDR (flest/dentia) R3/D8 14.8 84 84 CO-20 MDR (flest/dentia) R3/D8 14.8 84 84 CO-21 MDR (flest/dentia) R3/D8 16 43 43 CO-22 MDR (flest/dentia) R3/D8 16 83 43 CO-23 LDR (flest/dentia) R3/D8 16 10 0 StD=10183 (Context) R3/D8 16 10 <t< td=""><td>0.84%</td></t<>	0.84%
CG-31 HDR (Recidentia) R3 14.9 420 287 SUD-101b5 (CGU) 55.5 900 7.34 55.5 900 7.34 CO-1 LDR (Recidentia) RS/DS 0.7 3 3 3 CO-2A LDR (Recidentia) RS/DS 14.2 71 71 CO-2B LDR Recidentia) RS/DS 14.2 73 73 CO-3 LDR Recidentia) RS/DS 14.8 73 73 CO-20 MDR Recidentia) RS/DS 8.4 84 84 CO-21 MDR Recidentia) RS/DS 6.6 43 45 CO-40 CC (Commercia) CC 0.1 0 50 St0510129 (Conley) Editentia) RS/DS 32 16 18 DF-1 LDR Recidentia) RS/DS 20.3 101 0 DF-20 MDR Recidentia) RS/DS 32 16 18 DF-40 CC (Commercia) GC	5.51%
SUD-101B/S (CGB) 93.5 993 7/34 CO-1 LDR Hesiderdia) RS/DS 0.7 3 3 CO-2A LDR Residerdia) RS/DS 14.2 71 71 CO-2B LDR Residerdia) RS/DS 14.8 73 73 CO-2B LDR Residerdia) RS/DS 15.7 78 76 CO-2D MDR Residerdia) RS/DS 9.4 84 84 CO-2D MDR Residerdia) RS/DS 5.6 50 50 CO-2D MDR Residerdia) RS/DS 4.8 44 84 CO-2D MDR Residerdia) RS/DS 5.8 50 50 CO-2D MDR Residerdia) RS/DS 4.8 43 43 CO-40 CC (Commercia) CC 0.1 0 9 SUD-1018/S (Conley) 65.1 40.2 40.2 40.2 DF-1 LDR Residerdia) RS/DS 32 16 175 DF-2D	5.61%
CO-1 LDR Hesidertial RS/DS 0.7 3 3 CO-2A LDR Residertial RS/DS 14.2 71 71 71 CO-2B LDR Residertial RS/DS 14.8 73 73 73 CO-3 LDR Residertial RS/DS 14.8 73 73 73 CO-3 LDR Residertial RS/DS 14.4 84 84 64 84 CO-2D MCR Residertial RS/DS 14.4 84 84 60 50	407%
CO2A LDR (Recidentia) RS/DS (42 71 71 CO2B LDR (Recidentia) RS/DS 14.8 73 73 CO3 LDR (Recidentia) RS/DS 14.8 73 73 CO3 LDR (Recidentia) RS/DS 8.4 84 84 CO20 MDR (Recidentia) RS/DS 8.4 84 84 CO21 MDR (Recidentia) RS/DS 5.6 50 50 CO22 MDR (Recidentia) RS/DS 4.6 43 43 CO-40 CC (Commercia) CC 0 101 0 Stb10131S (Contey) 65.1 402 412 DF-1 LDR (Recidentia) RS/DS 32 16 18 DF-2 LDR (Recidentia) RS/DS 32 16 18 DF-40 CC (Commercia) GC 23 18 13 DF-41 CC (Commercia) GC 23.3 19 DF-42 CC (Comme	101 10
CO-2A LDR (Residentia) RS/DS 14.2 71 71 CO-28 LDR (Residentia) RS/DS 14.6 73 73 CO-28 LDR (Residentia) RS/DS 14.6 73 73 CO-3 LDR (Residentia) RS/DS 5.7 78 78 CO-20 MCR (Residentia) RS/DS 6.4 64 64 CO-21 MCR (Residentia) RS/DS 5.6 50 50 CO-22 MCR (Residentia) RS/DS 4.6 43 43 CO-40 CC (Commercia) CC 01 0 0 Sub-10131 (Conter) 65.1 402 402 DF-1 LDR (Residentia) RS/DS 32 16 16 DF-2 LDR (Residentia) RS/DS 32 16 13 DF-40 CC (Commercia) GC 22.8 6 DF-41 CC (Commercia) GC 23.3 19 DF-42 CC	dest
CO-28 LDR (Residential) RS/DS 14.6 73 73 CO-3 LDR (Residential) RS/DS 5.7 78 78 CO-20 MDR (Residential) RS/DS 8.4 84 84 CO-21 MDR (Residential) RS/DS 5.6 50 50 CO-22 MDR (Residential) RS/DS 5.6 50 50 CO-40 CC (Commercial) CC 0.1 0 0 Stb10135 (Conley) 65.1 402 412 DF-1 LDR (Residential) RS/DS 20.3 101 101 DF-2 LDR (Residential) RS/DS 312 16 18 DF-20 MDR (Residential) RS/DS 32 16 18 DF-20 MDR (Residential) RS/DS 32 16 18 DF-40 CC (Commercial) GC 23.5 18 5 DF-41 CC (Commercial) GC 24.5 6 6	1.38%
CO3 LDR Fusiciential RS/DS 5.7 78 78 CO-20 MCR Fusiciential RS/DS 8.4 84 84 CO-21 MCR Fusiciential RS/DS 5.6 50 50 CO-22 MCR Relationtial RS/DS 5.6 50 50 CO-22 MCR Relationtial RS/DS 4.6 43 43 CO-40 CC (Commercial) CC 0 0 0 St00-101ars (Contery) 65.1 402 412 DR-1 LDR Heademine) RS/DS 21.3 101 101 DR-2 LDR Residential RS/DS 312 16 16 DR-20 MDR Glasidential RS/DS 312 16 16 DR-40 CC Commercial GC 28 8 133 133 DR-41 CC Commercial GC 28.3 18 8 DR-42 CC (Commercial) GC 40.2 28 10 S	1.40%
CO-21 MCR (Residential) RS/DS 5.6 50 50 CO-22 MCR (Residential) RS/DS 4.6 43 43 43 CO-40 CC (Commercial) CC 0.1 0 0 StD-101sts (Contery) 65.1 402 412 0 DF-1 LDR (Residential) RS/DS 21.3 101 101 DF-2 LDR (Residential) RS/DS 32 16 16 DF-20 MCR (Residential) RS/DS 14.5 113 113 DF-40 CC (Commercial) GC 12.6 6 6 DF-41 CC (Commercial) GC 23.3 19 13 DF-41 CC (Commercial) GC 23.3 19 145 DF-41 CC (Commercial) GC 23.3 19 145 DF-42 CC (Commercial) GC 40.2 265 5 SUD-10tels (UF Properties) 120.1 230 232 16	1.50%
CO-22 MCR (Recidentia) RS/DS 4.6 43 43 CO-40 CC (Commercia) CC 0.1 0 SUD-101a/S (Contery) 65.1 402 402 DF-1 LDR (Residentia) RS/DS 32 16 18 DF-2 LDR (Residentia) RS/DS 32 16 18 DF-20 NOR (Residentia) RS/DS 14.5 113 113 DF-40 CC (Commercial) GC 12.8 6 6 DF-41 CC (Commercial) GC 23.3 19 6 DF-42 CC (Commercial) GC 40.2 28 8 Sub-totels (JF Properties) 120.1 230 232 19 DF-41 CC (Commercial) GC 40.2 28 8 Sub-totels (JF Properties) 120.1 230 232 10 DF-42 LDR (Residentia) RS/DS 1.6 9 8 FD-2 LDR (Residentia)	1.81%
CO-40 CC (Commercia) CC Oi O Sub-Iotas (Contey) 65.1 402 402 DR-1 LDR (Residentia) RS/DS 20.3 101 101 DR-2 LDR (Residentia) RS/DS 32 16 16 DF-2 LDR (Residentia) RS/DS 32 16 16 DF-2 LDR (Residentia) RS/DS 14.5 113 113 DF-40 CC (Commercia) GC 12.8 6 DF-41 CC (Commercia) GC 12.8 18 DF-42 CC (Commercia) GC 40.2 26 DF-41 CC (Commercia) GC 40.2 26 DF-42 CC (Commercia) GC 40.2 26 Sub-Ioteks (UP Properties) 120.1 230 242 FD-2 LDR (Residentia) RS/DS 14.3 81 81 FD-4 LDR (Residentia) RS/DS 1.8 9 9 7 F	0.95%
CO-40 CC 01 0 StD-101sts (Contery) 65.1 402 412 DF-1 LDR (Residentia) RS/DS 20.3 101 101 DF-2 LDR (Residentia) RS/DS 32 16 16 16 DF-20 MOR (Residentia) RS/DS 32 16 113 113 DF-40 CC (Commercia) GC 12.5 113 113 113 DF-40 CC (Commercia) GC 23.3 19 6 6 DF-41 CC (Commercia) GC 23.3 19 6 19 6 113 114 114 114	0.82%
DF-1 LDR Residential RS/DS 20.3 101 101 DF-2 LDR Residential RS/DS 3.2 16 16 16 DF-20 MDR Residential RS/DS 3.2 16 16 16 DF-20 MDR Residential RS/DS 14.5 113 113 113 DF-40 CC (Commercial) GC 22.6 6 6 16 16 16 16 16 16 173 114 114 114 114	0.00%
DR-2 LDR (Residentia) RS/DS 3.2 16 173 DR-20 MDR (Residentia) RS/DS 14.5 113 113 DR-40 CC (Commercial) GC 12.8 8 DR-41 CC (Commercial) GC 23.3 19 DR-41 CC (Commercial) GC 23.3 19 DR-42 CC (Commercial) GC 40.2 286 SUD-Iotel's (DF Properties) 120.1 230 232 FD-2 LDR (Residentia) RS/DS 10.3 81 81 FD-4 LDR (Residentia) RS/DS 1.0 9 9 6 FD-5 LDR Residentia) RS/DS 1.6 9 9 6 FD-4 LDR Residentia) RS/DS 1.8 9 9 6 FD-5 LDR Residentia) RS/DS 1.0 9 9 6 FD-6 LDR Residentia) RS/DS 1.8 68 69 FD-7	7.71%
DR-2 LDR (Residentia) RS/DS 312 16 18 DR-20 MDR (Residentia) RS/DS 14.5 113 113 DR-40 CC (Commercial) GC 12.8 8 6 DR-41 CC (Commercial) GC 23.3 19 6 7 DR-41 CC (Commercial) GC 23.3 19 7 7 28 7 DR-42 CC (Commercial) GC 40.2 286 7 7 7 7 7 7 7 7 7 7 81 81 81 81 FD-4 LDR Residential) RS/DS 1.0 9 </td <td></td>	
DF-20 MDR (Reldertia) RS/DS 14.5 113 113 DF-40 CC (Commercial) GC 12.6 6 DF-41 CC (Commercial) GC 23.3 19 DF-42 CC (Commercial) GC 40.2 265 SUD-totels (DF Properties) 120.1 23.0 23.2 FD-2 LDR (Residentia) RS/DS 10.3 81 81 FD-4 LDR (Residentia) RS/DS 10 9 8 6 FD-5 LDR Residentia) RS/DS 1.6 9 8 6 FD-6 LDR Residentia) RS/DS 1.6 9 8 6 FD-6 LDR Residentia) RS/DS 1.6 9 8 6 FD-6 LDR Residentia) RS/DS 1.6 8 6 FD-7 LDR Residentia) RS/DS 3.8 68 6	.94%
DF-4D CC (Commercial) GC 12.6 6 DF-41 CC (Commercial) GC 23.3 (9 DF-42 CC (Commercial) GC 40.2 285 SUD-totals (UP Properties) 120.1 230 282 FD-2 LDR Residential RS/DS 10.3 81 81 FD-4 DR Residential RS/DS 1.0 9 8 FD-5 LDR Residential RS/DS 1.6 9 8 FD-6 LDR Residential RS/DS 1.6 8 68 FD-6 LDR Residential RS/DS 1.3.8 68 68 FD-7 LDR Residential RS/DS 13.8 68 68	0.31%
DF-41 CC (Commercial) GC 23.3 19 DF-42 CC (Commercial) GC 40.2 26 SUD-toters (UP Properties) 120.1 230 242 FD-2 LDR (Residentia) RS/DS 10.3 81 81 FD-4 LDR (Residentia) RS/DS 1.8 9 8 6 FD-6 LDR Residentia) RS/DS 1.4 87 87 FD-6 LDR Residentia) RS/DS 13.8 68 68 FD-7 LDR Residentia) RS/DS 3.5 42 42	217%
DF-42 CC (Commercial) GC 40.2 28 Sub-totals (DF Properties) 120.1 230 242 FD-2 LDR (Residential) RS/DS 10.3 81 81 FD-4 LDR (Residential) RS/DS 1.8 9 9 10 FD-5 LDR (Residential) RS/DS 1.8 9 9 10 FD-6 LDR Residential) RS/DS 1.8 86 68 69 FD-7 LDR Residential) RS/DS 3.8 68 69 69	1.15%
Sub-lotels (Ur Properties) 120.1 230 242 FD-2 LDR (Assidentia) RS/DS 10.3 81 81 FD-4 LDR (Assidentia) RS/DS 1.6 9 8 FD-6 LDR (Assidentia) RS/DS 1.6 9 8 FD-6 LDR (Assidentia) RS/DS 1.7.4 87 87 FD-8 LDR (Assidentia) RS/DS 13.8 68 69 FD-7 LDR (Assidentia) RS/DS 8.5 42 42	0.30%
FD-2 LDR (Residential) RS/DS 10.3 81 81 FD-4 LDR (Residential) RS/DS 1.6 9 6 6 FD-5 LDR (Residential) RS/DS 1.6 9 6 6 FD-6 LDR Residential) RS/DS 17.4 87 87 FD-6 LDR Residential) RS/DS 13.8 68 60 FD-7 LDR Residential) RS/DS 8.5 42 42	D.46%
FD-4 LDR Residential RS/DS 1.0 9 6 1 FD-5 LDR Residential RS/DS 17.4 87 87 FD-6 LDR Residential RS/DS 17.4 87 87 FD-8 LDR Residential RS/DS 13.8 88 88 FD-7 LDR Residential RS/DS 8.5 42 42	542%
FD-4 LDR Residential RS/DS 1.0 9 6 1 FD-5 LDR Residential RS/DS 17.4 87 87 FD-6 LDR Residential RS/DS 17.4 87 87 FD-8 LDR Residential RS/DS 13.8 88 89 FD-7 LDR Residential RS/DS 8.5 42 42	
FD-5 LDR Residential RS/DS 17.4 87 87 FD-6 LDR Residential RS/DS 13.8 68 69 FD-7 LDR Residential RS/DS 85 42 42	.5%
FD-8 LDR Residential RS/DS 13.8 68 69 FD-7 LDR Residential RS/DS 8.5 42 42	1.17%
FD-7 LDR Russiantial RS/DS 85 42 42	.67%
	.32%
	181%
FD-8A LDR (fusicientia) RS/DS 15.6 78 78 FD-88 LDR (fusicientia) RS/DS 17.3 68 68	.50%
	.65%
	.74%
	1.78%
	191%
	2749
	.84%
	233%
	109%
	596%

.

PARCEL	GENERAL PLAN FAND USF	ZOHRES	AGRES	ALLOCATED	1.1075	% of SVSP
	(Specific Plan Land Use)			UPA IS		ED02S
JM2A-2	LDR (Residential)	R8/D9	11.8	59	50 31	1.13%
JM-28-2	LDR (Residentia)	RS/DS	63	31		0.99%
JM3A	LDR (lesidentia)	RS/DS	13.8	89	60	1.32%
JM3B	LDR (Residentia)	RS/DS	18.4	82	82	1.57%
JM4	LDR (Residentia)	RS/DS	28.3	131	131	251%
JM-20A	MDR (Residentia)	RS/DS	21.1	190	190	3.64%
JM-208	MDR (Residential)	RS/DS	18.8	189	169	3.24%
JM21	MDH (Residential)	RS/DS	18.7	188	169	3.22%
JM-40	Commercial Mood Use	CMU/SA	5.7	40	31	0.59%
JM-41	Commercial/Business Professional	CC/SA	15.1		10	0.19%
anp-totala (y	Vourier Investments LLC)		154.0	939	940	18.01%
KT-IA	LDR Residential	50/20	12.4	82	62	1.19%
KT-18	LDR Residentiat	RS/DS RS/DS	20.4	102	102	<u>1.1976</u> 1.98%
KT-2		RS/DS	23.7	118	118	2.28%
KT-3A	LDR (Recidentia)	RS/DS	192		96	1.84%
KT-38		RS/DS	19.4	98 97		1,86%
K1-4		RS/DS	14.3	71		1.36%
KT-5	LDR flesidentia	RS/DS	23.5	138	(38	2.61%
KT-20	MCR (Residential	RS/DS	225	202	202	3.87%
KT-21A	MDR (Relidentia)	RS/DS	18.6	(87	187	3,20%
KT-218	MDR (Registential	RS/DS	18.6	187	167	3.20%
KT-30	HDR Clesidentia	R3	75	150	idi	1.97%
KT-40A	CC (Commercial Mixed Use)	CMU/SA	52	39	30	0.59%
KT-408	CC (Commercial Moxed Use)	CMU/SA	18.3	136	105	2.01%
KT-41	CC (Commercial)	GC	52		3	0.68%
KT-42	CC (Commercial)	GC	88		8	0.11%
KT-43	Commercial/Business Professional	CC/SA	12.2		8	0.15%
	(I Development)		2998	1,543	1,504	28 83%
TOTAL				E COO	5,216	100%
TOTAL			903 2	5,582	5,215	100%

NOTE:

One LDR Unit = 1 EDU

•

EXHIBIT "7"

SAMPLE ASSIGNMENT AND ASSUMPTION AGREEMENT

WHEN RECORDED, RETURN TO:

ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO THE AGREEMENT BETWEEN THE CENTER JOINT UNIFIED SCHOOL DISTRICT AND ______ Entitled "LANDOWNER'S DEVELOPMENT AGREEMENT (; Sierra Vista)"

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this ____ day of ____, 20__, by and between _____, a_____ (hereinafter" Assignor"), and _____, a

(hereinafter "Assignee").

RECITALS

A. On ______, 2010, the Center Joint Unified School District ("District") and _______ entered into that certain agreement entitled "Landowner's Development Agreement (______; Sierra Vista)" (hereinafter, the "Landowner/Center Agreement"). Pursuant thereto, Landowner agreed to mitigate the impacts of development of Landowner's property (hereinafter, the "Subject Property") which is located within the Sierra Vista Specific Plan. The Landowner/Center Agreement was made binding upon the Landowner and subsequent owners of the Subject Property. The Landowner/Center Agreement was recorded against the Subject Property in the Official Records of Placer County on ______, 2010 [Instrument No. ___].

B. Assignor is the current owner of all or a portion of the Subject Property.

C. Assignor intends to convey to Assignee all or a portion of the Subject Property commonly referred to as Parcel(s) _____, and more particularly identified and described in

Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel(s)").

D. Assignor desires to assign and Assignee desires to assume all of Assignor's right, title, interest, burdens and obligations under the Landowner/Center Agreement with respect to and as related to the Assigned Parcel(s).

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, effective as of Assignor's conveyance of the Assigned Parcel(s) to Assignee, all of the rights, title, interest, burdens and obligations of Assignor under the Landowner/Center Agreement with respect to the Assigned Parcel(s). Assignor retains all the rights, title, interest, burdens and obligations under the Landowner/Center Agreement with respect to all other property within the Subject Property owned by Assignor.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Landowner under the Landowner/Center Agreement with respect to the Assigned Parcel(s), and agrees to observe and fully perform all of the duties and obligations of Assignor as Landowner under the Landowner/Center Agreement with respect to the Assigned Parcel(s), and to be subject to all the terms and conditions thereof with respect to the Assigned Parcel(s). The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel(s) to Assignee, Assignee shall become substituted for Assignor as the "Landowner" under the Landowner/Center Agreement with respect to the Assigned Parcel(s), and Assignor shall be released of all obligations under the Landowner/Center Agreement for the

Assigned Parcel(s) so conveyed.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. The Notice Address described in Section 15 of the Landowner/Center Agreement for the Landowner with respect to the Assigned Parcel(s) shall be:

Attn:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

ASSIGNOR:

By:	
Print Name:	
Title:	

ASSIGNEE:

By: ______ Print Name: ______ Title: _____

STATE OF CALIFORNIA)) ss. COUNTY OF _____)

On ______, before me, ______, Notary Public, personally appeared ______, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

STATE OF CALIFORNIA)) ss.

) s
COUNTY OF _____)

On ______, before me, _____, Notary Public, personally appeared ______, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Recording Requested by:

Elizabeth B. Hearey, Esq. Atkinson, Andelson, Loya, Ruud & Romo For the benefit of Center Joint Unified School District No fee under Government Code section 6103

When Recorded Mail to:

Elizabeth B. Hearey, Esq. Atkinson, Andelson, Loya, Ruud & Romo 5075 Hopyard Road, Suite 210 Pleasanton, CA 94588

(SPACE ABOVE THIS LINE RESERVED FOR RECORDERS USE)

LANDOWNER'S DEVELOPMENT AGREEMENT (Baybrook Limited Partnership; Sierra Vista - Property No. 6)

This Landowner's Development Agreement ("Agreement"), dated for reference purposes as of January 19, 2011, is entered into by and between the Center Joint Unified School District ("District"), a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California, and Baybrook Limited Partnership ("Landowner") which is the owner of certain property and/or options to acquire property planned for urban uses within the Sierra Vista Specific Plan (hereinafter referred to as the "Specific Plan"). District and Landowner are sometimes referred to individually as a "Party" and collectively as the "Parties."

Recitals

A. WHEREAS, Landowner's property (Assessor's Parcel No. 017-150-009) which is subject to this Agreement and which lies within the Sierra Vista Specific Plan, is depicted on Exhibit "1" (Map of Specific Plan Owners' Property) and is more particularly described in Exhibit "2" (Legal Description Landowner's Property) attached hereto ("Property"); and

B. WHEREAS, all owners of property within the Sierra Vista Specific Plan, with the exception of those property owners described below in Recital "E," are referred to herein as "Specific Plan Owners"; and

C. WHEREAS, the Specific Plan Owners, the property they own within the Specific Plan ("Specific Plan Owners' Property"), and their contact information is described in **Exhibit "3"** (List of Specific Plan Owners' Property, Assessor's Parcel Numbers, and Contact Information); and

D. WHEREAS, all Specific Plan Owners are entering into separate similar development agreements with the District with respect to their property and obligations; and

E. WHEREAS, one portion of the Specific Plan which lies within the District is designated "Urban Reserve" and is currently owned by Westpark S.V. 400, LLC and the Chan family, entities and persons who are not entering into a Development Agreement with the District at this time; and one other portion of the Specific Plan, known as Assessor's Parcel Number 017-150-069, is owned by Computer Deductions, an entity which is also unwilling to enter into a Development Agreement with the District at this time; the owners of the properties described above in this Recital are excluded from the definition of "Specific Plan Owners" for purposes of this Agreement; and

F. WHEREAS, the Property within the Specific Plan is located within an area proposed for annexation to the City of Roseville ("City"); and

G. WHEREAS, the Specific Plan dated May 5, 2010, and approved by the City on that date foresees the development of six thousand six hundred fifty (6,650) student-producing dwelling units and approximately two hundred fifteen (215) acres of commercial development, of which approximately five thousand eight hundred seventy-one (5,871) student-producing dwelling units and two hundred fifteen (215) acres of commercial development lie within the District portion of the Specific Plan ("Specific Plan Owners' Development" or "Project"); and

H. WHEREAS, there are three school districts which serve the Sierra Vista Specific Plan area including: Roseville City School District, Roseville Joint Union High School District, and the Center Joint Unified School District; and

I. WHEREAS, the District anticipates that approximately one thousand five hundred forty-five (1,545) elementary school students, approximately seven hundred sixty-three (763) middle school students, and one thousand one hundred thirty-three (1,133) high school students will be generated for the District from the Project; and

J. WHEREAS, the Specific Plan Owners' development of the Project will increase the size of the student population within the District and require the building of one (1) middle school and two (2) elementary schools; and

K. WHEREAS, the first construction of the Project is expected to commence in 2012 with the first units occupied in 2013; and

L. WHEREAS, the Parties wish to ensure the orderly and expeditious design and construction of school facilities to house students generated by the Project; and

M. WHEREAS, Landowner has entered into a separate development agreement with the City ("City Development Agreement") and has obtained urban zoning for its Property consistent with the Specific Plan; and,

N. WHEREAS, Landowner represents that all entities and persons with an option to purchase Landowner's Property, or a portion thereof, are Parties to this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. <u>Term</u>. This Agreement shall not be effective until all of the following have occurred: execution of this Agreement by the Parties, execution of similar development agreements between the District and all of the Specific Plan Owners, City approval of the Sierra Vista Specific Plan, execution of development agreements between all of the Specific Plan Owners and the City ("City Development Agreements"), and recordation of the City Development Agreements ("Effective Date"). Thereafter, this Agreement shall remain in full force and effect until the Landowner makes all of the payments contemplated herein and discharges its duties under the Agreement.

2. <u>Developer Fees</u>. The District intends to assess developer fees against the Property within the Sierra Vista Specific Plan and within the District's boundaries, pursuant to California Government Code section 65995, *et seq*. The current fees in effect at the time of execution of the Agreement will not determine the level of fees which will be payable by Landowner. The fees payable will be those in effect at the time the fees are payable. The fees payable may be equal to, greater than, or less than the fees currently assessed. This Agreement shall in no way condition, limit, modify, or terminate these statutory rights of the District to impose fees.

3. Covenant to Sell School Sites.

a. Currently Identified School Sites.

(1) The Development of all Specific Plan Owners' Property is anticipated to generate the need for two (2) elementary schools and one (1) middle school. The Specific Plan Owners have agreed to reserve two (2) sites for elementary schools and one (1) site for a middle school ("School Sites") and to sell the School Sites to the District in accordance with the terms of this Agreement and the other Specific Plan Owners' separate development agreements with the District.

(2) The Maps of Proposed School Sites attached as Exhibit "4" depict the currently proposed locations for the identified middle school (FD-65) and two identified elementary schools (KT-61 and JM-61) within the Specific Plan.

(3) The locations of the School Sites may change in the event that the School Sites identified and depicted on Exhibit "4" are not acceptable to the District or the Landowner chooses not to remediate a School Site(s). Therefore, Landowner currently is or may become a School Site owner.

b. <u>Time of Sale</u>.

(1) Each School Site will be sold and delivered in construction-ready condition (see 3.d. below for definition of "construction-ready") as and when requested by the District and subject to the District's receiving approval of the School Site(s) from the California Department of Education and obtaining funding for the purchase(s).

(2) <u>Time for Request to Purchase</u>. The District may make a request to purchase the School Sites according to the following schedule:

(i) <u>School Site E-1 (Specific Plan Parcel JM-61)</u>: The District may request to purchase School Site E-1 any time after the City issues the 150th residential building permit within the District's portion of the Specific Plan area, but no later than the later of one hundred eighty (180) days after the City issues the 2,000th building permit within the District's portion of the Specific Plan area or completion of all necessary work for School Site approval by the California Department of Education, which approval the District shall seek using reasonable, good faith efforts.

(ii) <u>School Site E-2 (Specific Plan Parcel FD-65)</u>: The District may request to purchase School Site E-2 any time after the City issues the 2,750th residential building permit within the District's portion of the Specific Plan area, but no later than the later of one hundred eighty (180) days after the City issues the 4,000th residential building permit within the District's portion of the Specific Plan or completion of all necessary work for School Site approval by the California Department of Education, which approval the District shall seek using reasonable, good faith efforts. In addition, for School Site E-2, the District may also request that the Specific Plan Owner that owns the School Site sell the School Site before the City issues the 2,750th residential building permit within the District's portion of the Specific Plan area if development is occurring immediately around School Site E-2 and public improvements necessary to serve the School Site have been constructed.

(iii) <u>School Site E-3 (Specific Plan Parcel KT-61)</u>: Any time after the City issues the 2,000th residential building permit within the District's portion of the Specific Plan area, but no later than one hundred eighty (180) days after the City issues the 3,250th residential building permit within the District's portion of the Specific Plan or completion of all necessary work for the School Site approval by the California Department of Education, which approval the District shall seek using reasonable, good faith efforts.

(3) <u>School Site E-1. Options Available to Developers of First 150 Residential</u> <u>Units for the Schedule of Improvements and Access to School Site</u>. Those Specific Plan Owners (or successors in interest) who have developed in the Plan Area by obtaining a building permit prior to or at the time that any Specific Plan Owner (or successor in interest) triggers the permit threshold set forth above for a particular School Site are referred to herein as "Developing Specific Plan Owners." Developing Specific Plan Owners may collectively elect one of the following options for providing initial school facilities within thirty (30) days of District's request to purchase School Site E-1. Developing Specific Plan Owners shall not be required to construct the site improvements to School Site E-1 except as set forth below:

<u>Option 1.</u> <u>Develop School Site E-1</u>. Obtain from landowner of School Site E-1 the rights to develop and thereafter execute or cause the execution of the sale of School Site E-1 to the District, subject to the following modified requirements for allowing the District access and the timeline for the construction of improvements:

(a) Nine (9) months after the District's request to purchase School Site E-1, provide the District with access to School Site E-1 via a gravel road. The corners of School Site E-1 shall be marked, but shall not be required to be monumented until the legal parcel for the School Site E-1 is created;

(b) Twenty-one (21) months after the District's request to purchase School Site E-1, provide adequate water service to School Site E-1 to support school construction (which service may be temporary);

(c) Twenty-four (24) months after the District's request to purchase School Site E-1, provide temporary electrical service to School Site E-1; and,

(d) Thirty-six (36) months after the District's request to purchase School Site E-1, complete all connections to all utilities and required frontage improvements for School Site E-1.

Notwithstanding the foregoing, after the occupancy of one hundred fifty (150) K-6 students within the Specific Plan (which is estimated to be occupancy of 424 LDR/MDR units using District student generation rates), School Site E-1 shall be provided in construction-ready status as described in Section 3.d. below within ninety (90) days or the builders and Specific Plan Owners shall stop obtaining additional occupancy permits within the Specific Plan. Student occupancy, not the number of LDR/MDR units, shall control.

Except as expressly modified by this paragraph, all provisions and timelines for the improvement and sale of School Site-E-1 shall apply.

<u>Option 2.</u> <u>Transportation</u>. Provide the District with transportation costs for students that occupy any residential unit within the initial development of the Specific Plan and as follows:

Number of Students	Fee for Service for First Three (3) Years of Transportation (to be paid in advance on exercise of the option.)	Fee for Service for Second Three (3) Years of Transportation (to be paid before the beginning of the second three (3) years.)
1-56	\$710,000.00	\$710,000.00
57-103	\$710,000.00	\$710,000.00
104-150	\$710,000.00	\$710,000.00

Fees shall be paid for student transportation until School Site E-1 improvements are completed and the site is delivered to the District at close of escrow.

Transportation fees shall be charged up to a maximum of six (6) years.

Notwithstanding the foregoing, after the occupancy of one hundred fifty (150) K-6 students within the Specific Plan (which is estimated to be occupancy of 424 LDR/MDR units using District student generation rates), School Site E-1 shall be provided in construction-ready status as described in Section 3.d. below within ninety (90) days or the builders and Specific Plan Owners shall stop obtaining additional occupancy permits within the Specific Plan. Student occupancy, not the number of LDR/MDR units, shall control.

<u>Option 3.</u> <u>Temporary School Site</u>. Provide, at no expense to the District, a temporary School Site with the following provided:

(a) A secure fenced rectangular site of a minimum of 5.5 acres with a width to length ratio of no greater than 0.75.

(b) Developed frontage to include curb, gutter, and sidewalk and a bus pullout to City of Roseville Planning Department specifications.

(c) On-site parking of a minimum of forty (40) spaces.

(d) All utilities that are described and enumerated in this Agreement for School Site E-1.

(e) A level asphalt area of 20,000 square feet to be used for relocatable building placement and hardcourt playfields.

(f) Four (4) acres of level turf playfields.

(g) Four (4) relocatable Division of the State Architect (DSA) approved classrooms, one of which is equipped with two restrooms suitable for kindergarten children.

(h) Four (4) portable DSA approved restroom facilities (in one (1) or two (2) structures), two (2) for students and two (2) for staff.

(i) A DSA approved portable multipurpose room with a minimum of 1,920 square feet of open area.

(j) A DSA approved 960 square-foot office facility to accommodate the site administrator, nurse, attendance clerk, and custodian.

(k) DSA approved play apparatus for K-5 students.

(1) Notwithstanding the foregoing, within ninety (90) days of occupancy of one hundred fifty (150) students within the Specific Plan (which is estimated to be occupancy of 424 LDR/MDR units using District student generation rates), provide the site identified as School Site E-1 in construction-ready status as described in Section (3) above or the builders and/or owners shall stop obtaining additional occupancy permits within the Specific Plan. Student occupancy, not the number of LDR/MDR units, shall control.

If no option is selected within thirty (30) days of the District's request to buy School Site E-1, the Developing Specific Plan Owners shall be deemed to have selected Option 2 (Transportation).

(4) School Site E-2 and E-3. Schedule of Improvements, and Access to School Sites. The Landowners of School Sites E-2 and E-3 shall give the Developing Specific Plan Owners the right to develop School Sites E-2 and E-3 and the Landowners of School Sites E-2 and E-3 shall thereafter execute or cause the execution of the sale of School Sites E-2 and E-3 to the District. With respect to School Sites E-2 and E-3, the Developing Specific Plan Owners shall use commercially reasonable diligent efforts to complete the design of the improvement plans for the construction-ready improvements and obtain approval thereof from the City within six (6) months of the District's request. Developing Specific Plan Owners shall complete the construction-ready improvements for School Sites E-2 and E-3 within one (1) year of City and District approval of the improvement plans. The District shall be granted the opportunity to enter each School Site in order to begin the District's environmental testing and investigations within nine (9) months of the date on which the District requests to purchase the School Site. If the Developing Specific Plan Owners fail to provide School Site E-2 or E-3 in a timely manner as set forth herein, the builders and the Specific Plan Owners shall stop obtaining additional occupancy permits within the Specific Plan.

c. <u>Separate Purchase Agreement</u>. To the extent a School Site falls within the Property of Landowner, the Landowner agrees to sell the School Site to the District and the District agrees to purchase the School Site from the Landowner after the District's request to purchase and the California Department of Education approves the School Site. The terms and conditions of each purchase shall be controlled by the provisions set forth in this Agreement and by a separately executed purchase agreement for the School Site.

d. Construction-Ready Parcel. Each School Site owned by Landowner, if any, shall be delivered to the District in a construction-ready condition. Construction-ready is defined as the School Site having a maximum slope of 2% except for street transitions and with utilities and other improvements as set forth below. If the School Site has slopes greater than 2%, then the School Site shall be rough graded, such that commercially reasonable efforts shall be made by such Specific Plan Owners through contour grading so as to achieve no more than a 2% maximum slope between any two points (or as otherwise mutually agreed by the Parties hereto). Utilities shall be stubbed to the School Site in the location(s) selected by the District, and approved by the California Department of Education, including water, sewer, cable hookups, and fiber optics if available. The Developing Specific Plan Owners' engineer and the District's engineer shall work together to evaluate the construction ready site (as defined above) such that earthwork balance can be achieved using commercially reasonable efforts. In addition, curbs, gutters, and roads on two sides adjacent to the School Site, in accordance with District and City plans for the School Site, shall be substantially completed and available for public use as part of such construction-ready condition unless otherwise agreed by the District. The School Site shall be prepared in accordance with the standards for school site construction, as approved by the

Division of State Architect and the California Department of Education, or other applicable authority and shall include the following:

(1) <u>Utilities</u>. Utility services to the property line shall include water, sewer, gas, electricity, cable television, and telephone and fiber optics which shall be stubbed to the School Site. (Notwithstanding the foregoing, fiber optics shall be provided only if available.)

(2) <u>Off-Site Development</u>. Improvements outside of the property lines of each School Site shall include: pavement of streets, curbs, and gutters adjacent to the School Site and the extension of paved streets and permanent or temporary sidewalks as needed to provide access to the School Site from a major roadway.

(3) <u>On-Site Development</u>. Improvements inside of School Site property lines shall include: site clearance and grub for areas to be contour graded, demolition of any existing structures, removal/relocation of utility services, construction ready-site (as defined above), and erosion control, as shown on applicable improvement/grading plans approved by the City of Roseville.

(4) <u>Report Preparation</u>. Landowner agrees to provide District with a Phase 1 hazard report and a soils report for the School Site to be used by District to obtain any required CEQA approval and California Department of Education ("CDE") approval for School Site construction on Landowner's Property. Landowner will assist the District, at no additional cost or liability to District, in obtaining a letter of approval for the School Site purchase from the California Department of Education.

(5) <u>Remediation or Replacement</u>. If the reports prepared in paragraph 3.d.(4) above result in the need for environmental remediation measures or further testing for a specific School Site, the Landowner, if an owner of such School Site, shall, at its sole cost and expense, either fully remediate the condition of the School Site and/or provide such additional testing for the School Site, or provide District with an equivalent replacement School Site satisfactory to the District that does not require remediation and that meets the requirements for a School Site as set forth in this Agreement. Any replacement site shall thereafter be deemed a "School Site replacement shall be developed in greater detail in the subsequent purchase agreement for the School Site to be entered into between the Landowner and the District. If the Landowner fails to provide an adequate School Site, the District may bring an eminent domain action to acquire a site within the Specific Plan. All litigation expenses incurred by the District shall be apportioned among the Specific Plan owners in accordance with the apportionment formula for pro rata shares set forth in section 6 below.

e. <u>School Site Size</u>. The construction-ready School Sites shall be approximately and no less than the following size:

- (1) Elementary Schools 12.0 net usable acres for each site;
- (2) Middle School 21.60 net usable acres.

4. <u>Purchase of School Site</u>. The purchase price for a School Site shall be based on the fair market value of the School Site as of the date of acquisition by the District, based on an appraised value of the School Site with the completed improvements installed pursuant to Section 3 above. The appraisal shall be obtained by the District from an appraiser with MAI credentials. The fair market value shall assume underlying residential density for the School Site comparable to the zoning for adjacent residential development (or the average densities thereof if adjacent properties are zoned for different residential densities).

5. <u>Lease-Purchase</u>. As an alternative to purchasing a School Site, and subject to the mutual agreement of the Parties, the District may lease a School Site for a stated period of years, not to exceed five (5) years, at the end of which period the District shall purchase the School Site for the agreed-upon price, reflecting fair market value of the School Site and providing credit for the lease payments, as mutually agreed to by the Parties.

6. <u>Failure to Sell Reserved School Site</u>. The current owners of currently reserved School Sites, their contact information, and the Assessor's Parcel Number for each School Site are listed in **Exhibit "5."** In the event that any Specific Plan Owner who is an owner of a School Site, including the owner of a currently reserved School Site and/or the owner of a replacement School Site described in section 3.d.(5) of this Agreement, refuses to enter into a Purchase Agreement and/or sell a School Site to the District as and when required hereunder, then all of the Specific Plan Owners, including but not limited to the Landowner, shall collectively pay the following amounts to the District:

a. the difference between the District offer of fair market value to purchase such a School Site and the ultimate condemnation award or settlement; and

b. the District's costs and fees, including but not limited to attorneys' fees, incurred to complete the purchase of the School Site by eminent domain.

The costs shall be apportioned to the Specific Plan Owners on a pro-rata basis based on dwelling units equivalents (DUEs) of a Specific Plan Owner's property in the District's portion of the Specific Plan. In the case of commercially zoned properties, a DUE factor shall be established based upon the proportional relationship of the District's per square foot commercial development fee compared to its per square foot residential development fee all as set forth in **Exhibit "6" (Center Joint Unified School District DUE Allocation for Pro Rata Share of Potential Future Eminent Domain Costs)** attached hereto. By way of example only, if the District's per square foot commercial development fee is roughly one-seventh (1/7th) of its per square foot residential development fee, the pro-rata share of the District's eminent domain fees and costs to be apportioned to commercially zoned property would be 1/7 of the pro-rata share per DUE of single-family residentially zoned property.

7. <u>Manner of Financing</u>. District expects to fund the construction, furnishing, and equipping of new school facilities with a combination of District general obligation funds, developer fees described in Section 2, and a State funding contribution. Provided, however, the Parties agree that the sole financial obligation of purely commercial development under this Agreement shall be to pay the school fees then authorized by statute to be levied against such uses. 8. Notice to New Owners and Acknowledgment. Before each and every portion of the Property is conveyed, the then current Landowner(s) of the portion of the Property to be conveyed, (which may be the original Landowner or the original Landowner's heir, successor-ininterest, or assign) shall disclose and require any builder thereon to disclose to the subsequent purchaser(s) or subsequent owner(s) prior to the close of escrow that the Property lies within the Center Joint Unified School District. The then current Landowner shall obtain the subsequent owner's written acknowledgement of this notice prior to the close of escrow. Within fifteen (15) days of each conveyance of all or a portion of the Property, the then current Landowner who has provided the notice and obtained the written acknowledgement shall provide a copy of the notice and the acknowledgment to the District. After an individual homeowner has acquired a lot with a home already constructed thereon, this provision shall no longer apply to that portion of the Property.

9. <u>Binding On Heirs, Successors, and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns. Retail tenants and homeowners in the Project are not heirs, successors, and assigns and are not subject to this Agreement.

10. <u>Covenant Running With the Land</u>. This Agreement is for the benefit of the District and the Property shown in **Exhibit "1"** and described in **Exhibit "2"** and is intended to preserve the value of said Property and enhance its development. This Agreement shall be recorded in the official records of Placer County at or about the same time but not before the Development Agreement(s) with the City are recorded and this Agreement shall constitute a covenant running with the land.

11. <u>Disputes</u>. If a dispute arises relating to the interpretation of, enforcement of, or compliance with the terms of this Agreement, the Landowner and the District shall first attempt to resolve such dispute through informal discussions or negotiations. Any Party may convene such discussions by written notice and shall reasonably accommodate the other Party with respect to scheduling. If the dispute is not resolved in this manner within thirty (30) days, it may be referred to mediation upon the request of either Party for a period not to exceed an additional thirty (30) days. This dispute resolution process shall be undertaken in good faith and exhausted prior to judicial review. However, compliance with this process does not waive any Party's obligation to comply with, or right to assert as a defense, any applicable statute of limitations. The Parties may agree in writing to toll any applicable statute of limitations for such period as may reasonably be necessary to complete the dispute resolution process.

12. Breach, Default, and Cure.

a. <u>Notice of Breach</u>. If a Party materially breaches or fails to comply with any of its obligations under this Agreement, such breaching party shall have thirty (30) days following receipt of written notice of breach from the non-defaulting Party ("Breach Notice") to cure such breach or noncompliance ("Cure Period"). If such breaching Party shall not have cured such breach or noncompliance within the Cure Period and after the expiration of fifteen (15) days from the later of the expiration of the Cure Period and the date it receives written notice of default ("Default Notice"), it shall be deemed in default ("Default") under this Agreement; provided, however, that if the nature of the breach or noncompliance reasonably requires more

than thirty (30) days to cure, the breaching Party shall not be in Default under this Agreement so long as the breaching Party commences such cure within the Cure Period and diligently prosecutes such cure, and provided further that each of the Breach Notice and the Default Notice shall set forth in reasonable detail the nature of the breach, noncompliance, or Default, as the case may be. Copies of all notices required hereunder shall be sent to all Parties to this Agreement.

b. <u>Default Remedies</u>. Upon a Default pursuant to Section 12(a), the non-defaulting Party shall have the following cumulative rights and remedies: (a) to specifically enforce the obligations under this Agreement, or (b) to exercise any and all other rights and remedies the non-defaulting Party may have under this Agreement and/or under the law by reason of the Default.

13. Assignment of Liability.

a. <u>In General</u>. Landowner acknowledges that all terms and conditions of this Agreement shall be binding on all successors-in-interest, including but not limited to purchasers of all or a portion of each Landowner's Property. Provided, however, bona fide, good faith purchasers of completed homes shall not be subject to the provisions of this Agreement.

b. Notice of Assignment, Assignment, and Assumption Agreement. Upon any sale or transfer of any parcel of land in bulk or individual lot which occurs prior to issuance of final building inspection or certificate of occupancy, Landowner shall give written notice of the sale or transfer, including the name, address, and telephone number of purchaser or transferee to the District. Landowner and any successor-in-interest to the Landowner subject to this Agreement shall execute an Assignment and Assumption Agreement in a form which reflects and acknowledges the terms of this Agreement. A sample form Assignment and Assumption Agreement is attached as Exhibit "7."

14. <u>Termination of Agreement</u>. This Agreement shall automatically be terminated, without any further action by either Party or need to record any additional document, with respect to any residential lot within the Project, when all of the following conditions are met: full payment of developer fees as stated in Section 2 with respect to such residential lot, the completion of a fully improved lot, the conveyance of such improved residential lot by Landowner, or any successorin-interest of Landowner, to a bona-fide good faith purchaser thereof and the occupancy of the residences on said residential lot.

15. <u>Notices</u>. All notices or other communications that may be given under this Agreement shall be in writing and shall be served personally or by certified or first-class mail, postage prepaid, return receipt requested, or sent by overnight delivery, postage prepaid, addressed as follows, or to such other address as either Party may provide the other Party in writing:

Notices to the District shall be addressed to the following address:

Center Joint Unified School District 8408 Watt Avenue Antelope, California 95843-9116 Attn: Assistant Superintendent, Facilities and Operations Notices to Landowner shall be addressed to the following address:

Baybrook Limited Partnership c/o Regas, Frezados & Harp 111 West Washington Street, Suite 1525 Chicago, IL 60602 Attn: Mr. James A. Regas

and shall also be copied to:

Marcus J. Lo Duca Lo Duca & Avdis LLP 3200 Douglas Boulevard, Suite 300 Roseville, California 95661

16. <u>Entire Agreement, Waivers, and Amendments</u>. This Agreement and any written agreement entered into by the Parties with respect to the Property, incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by District and Landowner which has not then completed development of its Property.

17. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one in the same Agreement.

18. <u>California Law</u>. This Agreement shall be governed and construed in accordance with the laws of the State of California.

19. Additional Representations of Authority.

a. Landowner represents and warrants that the individual(s) executing this Agreement on its behalf have the legal power, right, and actual authority to bind Landowner to the terms and conditions of this Agreement.

b. District represents and warrants that the individual executing this Agreement on behalf of District has the legal power, right, and actual authority to bind the District to the terms and conditions of this Agreement.

20. <u>Severability</u>. Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

21. <u>Time</u>. Time is of the essence of this Agreement and of each and every term.

22. <u>Attorney's Fees</u>. In the event of any action or proceeding brought by either Party against the other Party under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs in such action or proceeding in such amount as the court may adjudge.

23. <u>Assignment</u>. Landowner shall not assign this Agreement or any right or privilege under this Agreement without the prior written consent of District, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon prior written notice to the District, Landowner may assign this Agreement to Landowner's subsequent purchaser(s) of Landowner's Property, or any portion thereof, including builders, or to any affiliate of Landowner owned or controlled by Landowner, without first obtaining District consent.

24. <u>Third Party Beneficiaries</u>. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

25. <u>Exhibits</u>. The Exhibits attached to this Agreement are incorporated herein by this reference and made a part hereof. Said Exhibits are identified as follows:

Exhibit "1"	Map of Specific Plan Owners' Property		
Exhibit "2"	Legal Description of Landowner's Property		
Exhibit "3"	List of Specific Plan Owners' Property, Assessor's Parcel Numbers, and Contact Information		
Exhibit "4"	Maps of Proposed School Sites		
Exhibit "5"	List of All Current Owners of Initially Reserved School Sites, Assessor's Parcel Numbers, and Contact Information		
Exhibit "6"	Center Joint Unified School District DUE Allocation for Pro Rata Share of Potential Future Eminent Domain Costs		

Exhibit "7" Sample Form of Assignment and Assumption

26. <u>Effect of Recitals</u>. The Recitals above are deemed true and correct, are hereby incorporated into this Paragraph as though fully set forth herein, and Landowner and District acknowledge and agree that they are each bound by the same.

27. Force Majeure. Each Party's obligations hereunder shall be delayed (i) by the acts, omissions, delays, or neglect of the other Party, any employees or agents of the other Party, any contractor employed by the other Party, and any subcontractor, employees, or agents of such contractor employed by the other Party, (ii) by acts of God, (iii) by climatic conditions (including without limitation any time periods for which the Party's work or any part thereof is stopped or delayed due to rain or other weather problems), (iv) by unavoidable casualties, (v) by labor disputes beyond the Party's control, (vi) by shortages or unavailability of materials beyond the Party's control, (vii) by any act, omission, neglect, or delay in acting by any governmental

agency, or (viii) by any other causes beyond the Party's control (collectively, "Force Majeure Event") for a time period equal to such delay.

28. <u>Nondiscrimination</u>. There shall be no discrimination by Landowner or District against any person on account of race, color, religion, sex, marital status, national origin, or ancestry in the performance of their respective obligations under this Agreement.

29. <u>Rights and Remedies Are Cumulative</u>. Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same Default or any other Default by another Party.

30. <u>Provisions Required by Law Deemed Inserted</u>. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party, the Agreement shall forthwith be physically amended to make such insertion or correction.

31. <u>Cooperation</u>. District and Landowner acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to accomplish the objectives and requirements that are set out in this Agreement. Both District and Landowner hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete this transaction in accordance with the intent of the Parties as evidenced in this Agreement and attached Exhibits hereto.

32. <u>Interpretation Guides</u>. In interpreting this Agreement, it shall be deemed that the Agreement was prepared by the Parties jointly and no ambiguity shall be resolved against either Party on the premise that it or its attorneys were responsible for drafting this Agreement or any provision thereof. Headings used in this Agreement are for convenience and ease of reference only and are not intended nor may be constructed as a guide to interpret any provision of this Agreement.

33. <u>Due Authority of Signatories to Execute Agreement</u>. Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the Party which he or she represents to enter into this Agreement on behalf of the Party.

34. <u>No Joint Venture</u>. The relationship of the Parties to this Agreement is determined solely by the provisions of this Agreement. This Agreement does not create and shall not be construed to create any agency, partnership, joint venture, trust, or other relationship with duties or incidents different from those of parties to an arm's length contract.

35. <u>Eminent Domain</u>. Nothing in this Agreement shall prevent the District from exercising its rights of eminent domain pursuant to law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

Date:

CENTER JOINT UNIFIED SCHOOL DISTRICT

BY:

Scott Loehr Superintendent

Date: ///2///

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

APPROVED AS TO FORM:

BY: Minuboth B. Laca

Elizabeth B. Hearey, Esq. Counsel for Center Joint Unified School District

LANDOWNER

BAYBROOK LIMITED PARTNERSHIP a Delaware limited partnership

BY: Dorrie, Inc., an Illinois corporation General Partner

BY: 7

James A. Regas, President

APPROVED AS TO FORM:

LO DUCA & AVDISELP BY: 🖊 12/

Marcus J. Lo Duca, Esq. Counsel for Landowner

Date:

Date: /-//-//

ILLINO15	
STATE OF CALIFORNIA)
COUNTY OF COOK) ss.)

On <u>SANUARYY, 201</u>, before me, <u>BEA</u> <u>KLAIN</u>, Notary Public, personally appeared <u>SALAESA</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

lam Bla &

(seal)

Ş	OFFICIAL SEAL
ł	REA KI AIN
ł	NOTARY PUBLIC, STATE OF ILLINOIS
- 1	MY COMMISSION EXPIRES 10-2-2011

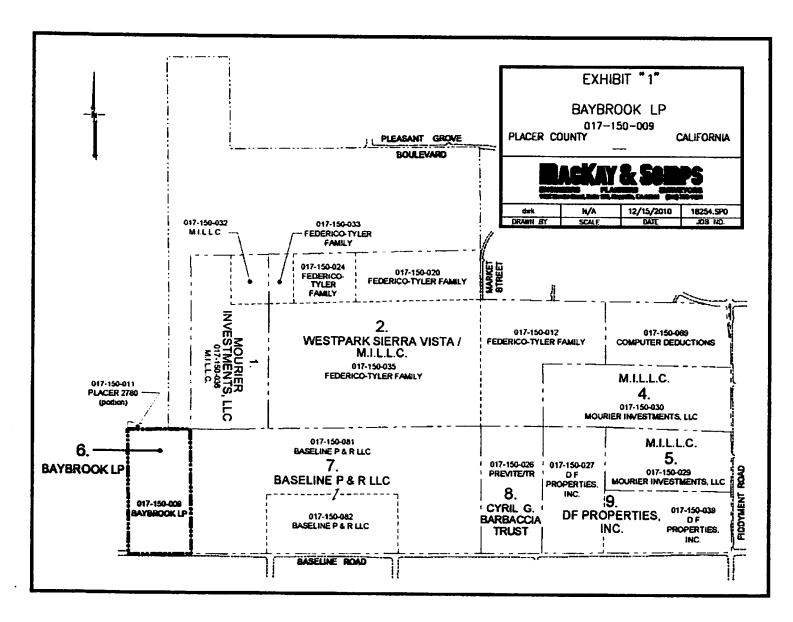




EXHIBIT "1"

EXHIBIT "2"

LEGAL DESCRIPTIONS OF LANDOWNER'S PROPERTY

All that real property situated in a portion of Section 34, Township 11 North, Range 5 East, Mount Diablo Maridian, County of Placor, State of California, being more particularly described as follows:

Property No.6 APN 017-150-009

Being a portion of the South Half of said Section 34 being further described as follows:

Commoncing at the Southeast corner of said Soction 35 running thence Westerly along the South line of said Soctions 35 and 34 and the centerline of the County Road known as Base Line Road, a distance of 6130 feet to the Point of Beginning; thence from said Point of Beginning, North, parallel with the East line of said Section 35, a distance of 2640 feet to the North line of the South Half of said Section 34; thence West, on the North line of the South Half of said Section 34, a distance of 1320 feet; thence South, parallel with the East line of said Section 35, a distance of 2640 feet to the South line of said Section 34; thence East, along the South line of said Section 34, a distance of 1320 feet to the point of beginning.

EXCEPTING THEREFROM that portion contained in the Deed to Placer County, recorded December 22, 1890, in Book 55 of Deeds, Page 641.

Containing 79.8 acres, more or less.

EXHIBIT "3"

LIST OF SPECIFIC PLAN OWNERS' PROPERTY, ASSESSOR'S PARCEL NUMBERS, AND CONTACT INFORMATION

References Number	APN Number	Landowner	
1	017-150-036 and 017-150-032	Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III	
2	017-150-035 017-150-033 017-150-024 017-150-020 017-150-012	Westpark Sierra Vista, LLC 1700 Eureka Road, Suite 140 Roseville, CA 95661 Attention: John Murray Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III Federico-Tyler Family Limited Partnership 4955 E. Anderson, Suite 115 Fresno, CA 93727 Attention: Leonard A. Federico	
3	Number intentionally removed		
4	017-150-030 Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III		
5	017-150-029	Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III	
6	017-150-009	Baybrook Limited Partnership c/o Regas, Frezados & Harp 111 West Washington Street, Suite 1525 Chicago, IL 60602 Attention: Mr. James A. Regas	

Reference Number	APN Number	Landowner
7	017-150-081 and 017-150-082	Baseline P&R, LLC 7700 College Town Drive, Suite 101 Sacramento, CA 95826 Attention: Mark Enes
	017-150-026	The Cyril G. Barbaccia Irrevocable Trust Dated December 15, 1976 950 South Bascom, Suite 1113 San Jose, CA 95128 Attention: Jack Previte, Trustee
9	017-150-027 and 017-150-039	DF Properties, Inc. 2013 Opportunity Drive, Suite 140 Roseville, CA 95678 Attention: Jeff Ronten, EVP/CFO

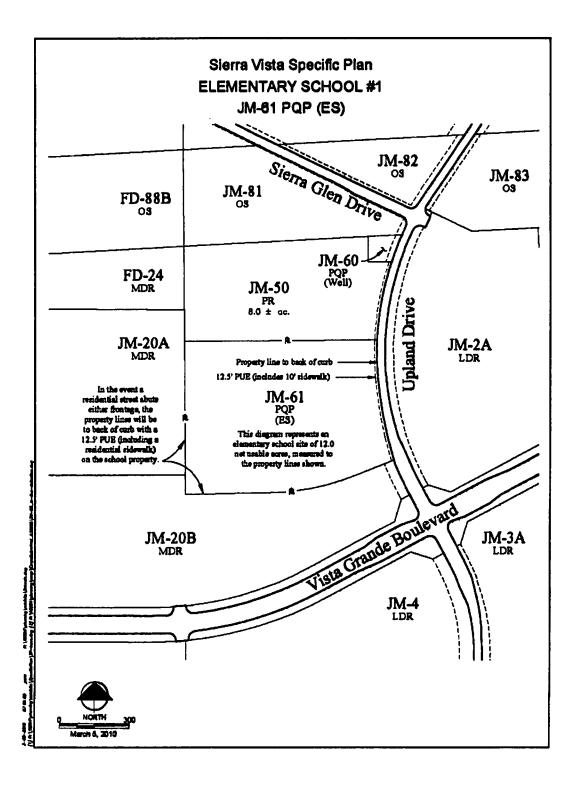
.

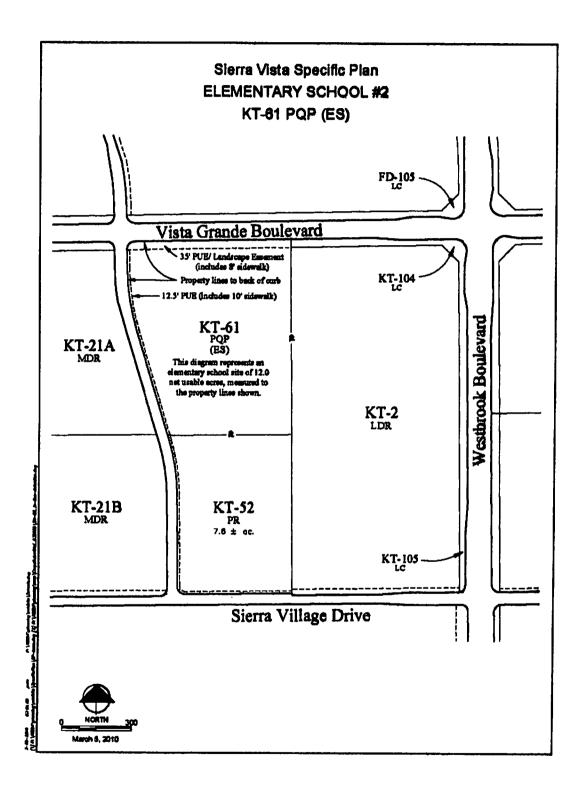
•

•

EXHIBIT "4"

MAPS OF PROPOSED SCHOOL SITES





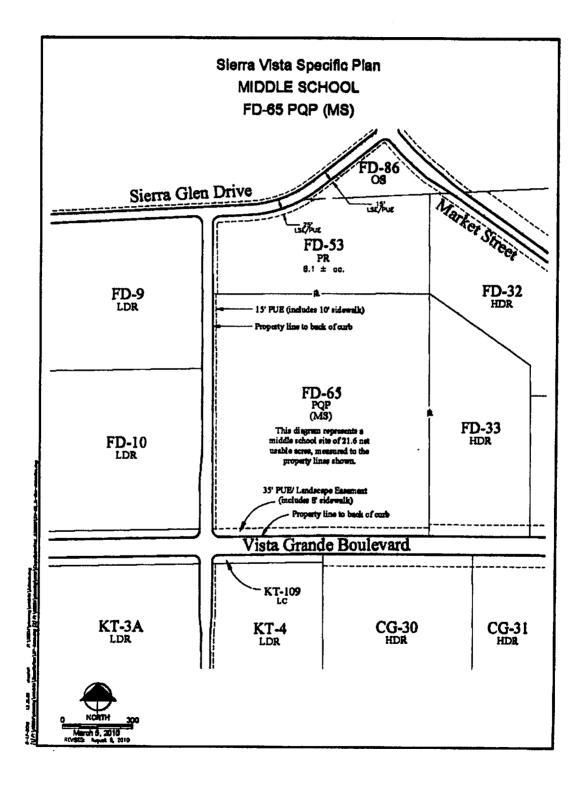


EXHIBIT "5"

LIST OF ALL CURRENT OWNERS OF INITIALLY RESERVED SCHOOL SITES, ASSESSOR'S PARCEL NUMBERS, AND CONTACT INFORMATION

Specific Plan Reference Parcel Number	APN Number	Landowner
FD 65 Middle School (21.60 net useable acres)	017-150-035	Westpark Sierra Vista, LLC 1700 Eureka Road, Suite 140 Roseville, CA 95661 Attention: John Murrary Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III Federico-Tyler Family Limited Partnership 4955 E. Anderson, Suite 115 Fresno, CA 93727 Attention: Leonard A. Federico
JM - 61 Elementary School (12.0 net usable acres)	017-150-030	Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III
KT-61 Elementary School (12.0 net usable acres)	017-150-081	Baseline P&R, LLC 7700 College Town Drive, Suite 101 Sacramento, CA 95826 Attention: Mark Enes

EXHIBIT "6

CENTER JOINT UNIFIED SCHOOL DISTRICT DUE ALLOCATION FOR PRO RATA SHARE OF POTENTIAL FUTURE EMINENT DOMAIN COSTS

+ 2 R	3. A (3.1.5)	A1106 A 840	11075	 (a) (a) (b)
		14405		2.04 P.
R\$/D		15	11	220
R8/0		- 44	4	0.64
R	14.0	4	2	5.64
RS	14.5	420	2	5.51%
	48五	(85	7 s4	1411.5
R9/D	8. 07	3		
RS/D				
RS/D		73	73	1.57
R9/D		78	- 13-	1.01
RS/D				1.501
RS/D				1.61%
R8/D			51	0.97%
CC		4	4	0.821
			0	0.007
· · · · · · · · · · · · · · · · · · ·	16.1	Al Je?	4 C	- 1 K
R8/D	21.5	101	107.	1.94%
R8/0	32	18	18	0.519
R8/D		115	19	2.75
GG	2.6			0.6%
GC	23		19	0.39
00	42		2	0.495
	£10.1	200	.36	543
Ravo				
R8/D		81	81	
		The second se	8	0.04
				1.57
RS/D		68	6	1.52%
the second s		4	4	0.819
			7	1.90%
R\$/D			0	1.675
		<u> </u>	्भ	1.74
		65		1.701
		204	204	3.91%
	<u>P4</u>	14	14	2.74%
R\$/D		68		1.86%
				2.39%
		172		225
			6	0.09%
CMU/8/				0.00%
	R3 R3 CC	R3 60 R3 60	R3 88 178 R3 88 172 CG 7.5 CMU/8A 5.7 40	R3 80 171 122 R3 81 172 141 CG 7.5 5 CMU/8A 5.7 40 51

.

-31	1103 1 - 141 80 140					
TVEC:			2 (D)+	283 S	81 G	% (18
a) ы∎ मन्त्र क⁄ा	() Decard Operation ()		81911	·*v*, (11 f - 1	\$5,50
Ki-ta	Commembrations Protectional	CC/SA	52		R	990
2-1X	CC (Commencial)	39	110 A			SHO
KL-11	CO COMMANDIAD	00	5. F			5000
KI-10	CO (Commercial Mand Use	CMURA	6.01		901	2018
K1-10	CC (Commercial Mand Unit	CMUAN	83		30	Ker o
K1-30	to interaction of the second	101 101	84	()SI	(O)	<u></u>
KLSIB	Seitrebleeft, FOM	EC/84	6 104		1 01	10EC
KISAY	Contraction of the second seco	EC/25	0.04		()	1075
(1 30	Activities Pick	BC/SH	574	202		MARE
8-1X	destrebies? MCL	\$G/8H	552		130	2012
KLM	Seam bise? H(1)	80/68	571		12	SIGE
KI-3	LDR Flooldentia	EC/SH	10	13		
VE-IX	a in the free of the	RS/DS	50	15		SIG'I
KI-3		\$0/SH	18	# }}	6 }	14476
KI-IB	Selfine bised in Pictu	\$Q/6H)TE	201		1951
Vi-1X		80/9X	170			K 8'i
n Personano.	())] តែស្វារចូលអ្នកសារប្រាយពេជ្		0101	83	(b =)	3,310,5
IV W	Commercial according to a manager	VS/DD	19		01	16.0
D.M.	COMMERCIAL POINT UNIT	CMU/8A	6	0	31	5650
1WSI.		SCI/SH	19	1 01		3.22.5
SCC-WI	ADA Ataliante	80/81	-			3348
MEMI		80/52	I'R	00}	05	SHOTE
111		BCI/SH	SE	121	10	51972
	(and an and an	60/6X	18	R	20	151
W.W.		SC/SA	10			
	Jepupping Man	BO/SH		15	34	660
S-VEWP		BO/SH	F ()	46	86	1.03
	ار امداره اروس ارسا می ازد.			1.111 :		1.1011
$1.1 \times 1.0 \times 1$	CALORIZY UNIVERTIAL AVEC 1 - 1	"Hiles	1.61.07	(1349)119	1,001 8	an surra

.

4

OD+ LDR UNI - 1 EDU

euo

BION

EXHIBIT "7"

SAMPLE ASSIGNMENT AND ASSUMPTION AGREEMENT

WHEN RECORDED, RETURN TO:

ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO THE AGREEMENT BETWEEN THE CENTER JOINT UNIFIED SCHOOL DISTRICT AND ______ Entitled "LANDOWNER'S DEVELOPMENT AGREEMENT (______; Sierra Vista)"

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 20__, by and between ______, a_____ (hereinafter" Assignor"), and ______, a

(hereinafter "Assignee").

RECITALS

A. On ______, 2010, the Center Joint Unified School District ("District") and _______ entered into that certain agreement entitled "Landowner's Development Agreement (_______; Sierra Vista)" (hereinafter, the "Landowner/Center Agreement"). Pursuant thereto, Landowner agreed to mitigate the impacts of development of Landowner's property (hereinafter, the "Subject Property") which is located within the Sierra Vista Specific Plan. The Landowner/Center Agreement was made binding upon the Landowner and subsequent owners of the Subject Property. The Landowner/Center Agreement was recorded against the Subject Property in the Official Records of Placer County on _____, 2010 [Instrument No. ____].

B. Assignor is the current owner of all or a portion of the Subject Property.

C. Assignor intends to convey to Assignee all or a portion of the Subject Property commonly referred to as Parcel(s) _____, and more particularly identified and described in

Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel(s)").

D. Assignor desires to assign and Assignee desires to assume all of Assignor's right, title, interest, burdens and obligations under the Landowner/Center Agreement with respect to and as related to the Assigned Parcel(s).

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, effective as of Assignor's conveyance of the Assigned Parcel(s) to Assignee, all of the rights, title, interest, burdens and obligations of Assignor under the Landowner/Center Agreement with respect to the Assigned Parcel(s). Assignor retains all the rights, title, interest, burdens and obligations under the Landowner/Center Agreement with respect to all other property within the Subject Property owned by Assignor.

2. Assignee hereby assumes all of the rights, title, interest, burdens

and obligations of Landowner under the Landowner/Center Agreement with respect to the Assigned Parcel(s), and agrees to observe and fully perform all of the duties and obligations of Assignor as Landowner under the Landowner/Center Agreement with respect to the Assigned Parcel(s), and to be subject to all the terms and conditions thereof with respect to the Assigned Parcel(s). The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel(s) to Assignee, Assignee shall become substituted for Assignor as the "Landowner" under the Landowner/Center Agreement with respect to the Assigned Parcel(s), and Assignor shall be released of all obligations under the Landowner/Center Agreement for the Assigned Parcel(s) so conveyed.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. The Notice Address described in Section 15 of the Landowner/Center Agreement for the Landowner with respect to the Assigned Parcel(s) shall be:

Attn: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

ASSIGNOR:

By:	
Print Name:	
Title:	

ASSIGNEE:

By:	
Print Name:	
Title:	

.

STATE OF CALIFORNIA)) ss. COUNTY OF ______) On ______, before me, ______, Notary Public, personally appeared ______ , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(seal)

STATE OF CALIFORNIA

) ss.

) Solution

On ______, before me, ______, Notary Public, personally appeared ______, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Recording Requested by:

Elizabeth B. Hearey, Esq. Atkinson, Andelson, Loya, Ruud & Romo For the benefit of Center Joint Unified School District No fee under Government Code section 6103

When Recorded Mail to:

Elizabeth B. Hearey, Esq. Atkinson, Andelson, Loya, Ruud & Romo 5075 Hopyard Road, Suite 210 Pleasanton, CA 94588

(SPACE ABOVE THIS LINE RESERVED FOR RECORDERS USE)

LANDOWNER'S DEVELOPMENT AGREEMENT

(Baseline P&R, LLC; Sierra Vista - Property No. 7)

This Landowner's Development Agreement ("Agreement"), dated for reference purposes as of January 19, 2011, is entered into by and between the Center Joint Unified School District ("District"), a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California, and Baseline P&R, LLC ("Landowner") which is the owner of certain property and/or options to acquire property planned for urban uses within the Sierra Vista Specific Plan (hereinafter referred to as the "Specific Plan"). District and Landowner are sometimes referred to individually as a "Party" and collectively as the "Parties."

Recitals

A. WHEREAS, Landowner's property (Assessor's Parcel Nos. 017-150-081 and 017-150-082) which is subject to this Agreement and which lies within the Sierra Vista Specific Plan, is depicted on Exhibit "1" (Map of Specific Plan Owners' Property) and is more particularly described in Exhibit "2" (Legal Description Landowner's Property) attached hereto ("Property"); and

B. WHEREAS, all owners of property within the Sierra Vista Specific Plan, with the exception of those property owners described below in Recital "E," are referred to herein as "Specific Plan Owners"; and

C. WHEREAS, the Specific Plan Owners, the property they own within the Specific Plan ("Specific Plan Owners' Property"), and their contact information is described in **Exhibit "3"** (List of Specific Plan Owners' Property, Assessor's Parcel Numbers, and Contact Information); and

D. WHEREAS, all Specific Plan Owners are entering into separate similar development agreements with the District with respect to their property and obligations; and

E. WHEREAS, one portion of the Specific Plan which lies within the District is designated "Urban Reserve" and is currently owned by Westpark S.V. 400, LLC and the Chan family, entities and persons who are not entering into a Development Agreement with the District at this time; and one other portion of the Specific Plan, known as Assessor's Parcel Number 017-150-069, is owned by Computer Deductions, an entity which is also unwilling to enter into a Development Agreement with the District at this time; the owners of the properties described above in this Recital are excluded from the definition of "Specific Plan Owners" for purposes of this Agreement; and

F. WHEREAS, the Property within the Specific Plan is located within an area proposed for annexation to the City of Roseville ("City"); and

G. WHEREAS, the Specific Plan dated May 5, 2010, and approved by the City on that date foresees the development of six thousand six hundred fifty (6,650) student-producing dwelling units and approximately two hundred fifteen (215) acres of commercial development, of which approximately five thousand eight hundred seventy-one (5,871) student-producing dwelling units and two hundred fifteen (215) acres of commercial development lie within the District portion of the Specific Plan ("Specific Plan Owners' Development" or "Project"); and

H. WHEREAS, there are three school districts which serve the Sierra Vista Specific Plan area including: Roseville City School District, Roseville Joint Union High School District, and the Center Joint Unified School District; and

I. WHEREAS, the District anticipates that approximately one thousand five hundred forty-five (1,545) elementary school students, approximately seven hundred sixty-three (763) middle school students, and one thousand one hundred thirty-three (1,133) high school students will be generated for the District from the Project; and

J. WHEREAS, the Specific Plan Owners' development of the Project will increase the size of the student population within the District and require the building of one (1) middle school and two (2) elementary schools; and

K. WHEREAS, the first construction of the Project is expected to commence in 2012 with the first units occupied in 2013; and

L. WHEREAS, the Parties wish to ensure the orderly and expeditious design and construction of school facilities to house students generated by the Project; and

M. WHEREAS, Landowner has entered into a separate development agreement with the City ("City Development Agreement") and has obtained urban zoning for its Property consistent with the Specific Plan; and,

N. WHEREAS, Landowner represents that all entities and persons with an option to purchase Landowner's Property, or a portion thereof, are Parties to this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. <u>Term</u>. This Agreement shall not be effective until all of the following have occurred: execution of this Agreement by the Parties, execution of similar development agreements between the District and all of the Specific Plan Owners, City approval of the Sierra Vista Specific Plan, execution of development agreements between all of the Specific Plan Owners and the City ("City Development Agreements"), and recordation of the City Development Agreements ("Effective Date"). Thereafter, this Agreement shall remain in full force and effect until the Landowner makes all of the payments contemplated herein and discharges its duties under the Agreement.

2. <u>Developer Fees</u>. The District intends to assess developer fees against the Property within the Sierra Vista Specific Plan and within the District's boundaries, pursuant to California Government Code section 65995, *et seq.* The current fees in effect at the time of execution of the Agreement will not determine the level of fees which will be payable by Landowner. The fees payable will be those in effect at the time the fees are payable. The fees payable may be equal to, greater than, or less than the fees currently assessed. This Agreement shall in no way condition, limit, modify, or terminate these statutory rights of the District to impose fees.

3. <u>Covenant to Sell School Sites</u>.

a. <u>Currently Identified School Sites</u>.

(1) The Development of all Specific Plan Owners' Property is anticipated to generate the need for two (2) elementary schools and one (1) middle school. The Specific Plan Owners have agreed to reserve two (2) sites for elementary schools and one (1) site for a middle school ("School Sites") and to sell the School Sites to the District in accordance with the terms of this Agreement and the other Specific Plan Owners' separate development agreements with the District.

(2) The Maps of Proposed School Sites attached as Exhibit "4" depict the currently proposed locations for the identified middle school (FD-65) and two identified elementary schools (KT-61 and JM-61) within the Specific Plan.

(3) The locations of the School Sites may change in the event that the School Sites identified and depicted on Exhibit "4" are not acceptable to the District or the Landowner chooses not to remediate a School Site(s). Therefore, Landowner currently is or may become a School Site owner.

b. <u>Time of Sale</u>.

(1) Each School Site will be sold and delivered in construction-ready condition (see 3.d. below for definition of "construction-ready") as and when requested by the District and subject to the District's receiving approval of the School Site(s) from the California Department of Education and obtaining funding for the purchase(s).

(2) <u>Time for Request to Purchase</u>. The District may make a request to purchase the School Sites according to the following schedule:

(i) <u>School Site E-1 (Specific Plan Parcel JM-61)</u>: The District may request to purchase School Site E-1 any time after the City issues the 150th residential building permit within the District's portion of the Specific Plan area, but no later than the later of one hundred eighty (180) days after the City issues the 2,000th building permit within the District's portion of the Specific Plan area or completion of all necessary work for School Site approval by the California Department of Education, which approval the District shall seek using reasonable, good faith efforts.

(ii) <u>School Site E-2 (Specific Plan Parcel FD-65)</u>: The District may request to purchase School Site E-2 any time after the City issues the 2,750th residential building permit within the District's portion of the Specific Plan area, but no later than the later of one hundred eighty (180) days after the City issues the 4,000th residential building permit within the District's portion of the Specific Plan or completion of all necessary work for School Site approval by the California Department of Education, which approval the District shall seek using reasonable, good faith efforts. In addition, for School Site E-2, the District may also request that the Specific Plan Owner that owns the School Site sell the School Site before the City issues the 2,750th residential building permit within the District's portion of the Specific Plan area if development is occurring immediately around School Site E-2 and public improvements necessary to serve the School Site have been constructed.

(iii) <u>School Site E-3 (Specific Plan Parcel KT-61)</u>: Any time after the City issues the 2,000th residential building permit within the District's portion of the Specific Plan area, but no later than one hundred eighty (180) days after the City issues the 3,250th residential building permit within the District's portion of the Specific Plan or completion of all necessary work for the School Site approval by the California Department of Education, which approval the District shall seek using reasonable, good faith efforts.

(3) <u>School Site E-1, Options Available to Developers of First 150 Residential</u> <u>Units for the Schedule of Improvements and Access to School Site</u>. Those Specific Plan Owners (or successors in interest) who have developed in the Plan Area by obtaining a building permit prior to or at the time that any Specific Plan Owner (or successor in interest) triggers the permit threshold set forth above for a particular School Site are referred to herein as "Developing Specific Plan Owners." Developing Specific Plan Owners may collectively elect one of the following options for providing initial school facilities within thirty (30) days of District's request to purchase School Site E-1. Developing Specific Plan Owners shall not be required to construct the site improvements to School Site E-1 except as set forth below:

<u>Option 1.</u> <u>Develop School Site E-1</u>. Obtain from landowner of School Site E-1 the rights to develop and thereafter execute or cause the execution of the sale of School Site E-1 to the District, subject to the following modified requirements for allowing the District access and the timeline for the construction of improvements:

(a) Nine (9) months after the District's request to purchase School Site E-1, provide the District with access to School Site E-1 via a gravel road. The corners of School Site E-1 shall be marked, but shall not be required to be monumented until the legal parcel for the School Site E-1 is created;

(b) Twenty-one (21) months after the District's request to purchase School Site E-1, provide adequate water service to School Site E-1 to support school construction (which service may be temporary);

(c) Twenty-four (24) months after the District's request to purchase School Site E-1, provide temporary electrical service to School Site E-1; and,

(d) Thirty-six (36) months after the District's request to purchase School Site E-1, complete all connections to all utilities and required frontage improvements for School Site E-1.

Notwithstanding the foregoing, after the occupancy of one hundred fifty (150) K-6 students within the Specific Plan (which is estimated to be occupancy of 424 LDR/MDR units using District student generation rates), School Site E-1 shall be provided in construction-ready status as described in Section 3.d. below within ninety (90) days or the builders and Specific Plan Owners shall stop obtaining additional occupancy permits within the Specific Plan. Student occupancy, not the number of LDR/MDR units, shall control.

Except as expressly modified by this paragraph, all provisions and timelines for the improvement and sale of School Site-E-1 shall apply.

<u>Option 2</u>. <u>Transportation</u>. Provide the District with transportation costs for students that occupy any residential unit within the initial development of the Specific Plan and as follows:

Number of Students	Fee for Service for First Three (3) Years of Transportation (to be paid in advance on exercise of the option.)	Fee for Service for Second Three (3) Years of Transportation (to be paid before the beginning of the second three (3) years.)		
1-56 \$710,000.00		\$710,000.00		
57-103	\$710,000.00	\$710,000.00		
104-150 \$710,000.00		\$710,000.00		

Fees shall be paid for student transportation until School Site E-1 improvements are completed and the site is delivered to the District at close of escrow.

Transportation fees shall be charged up to a maximum of six (6) years.

Notwithstanding the foregoing, after the occupancy of one hundred fifty (150) K-6 students within the Specific Plan (which is estimated to be occupancy of 424 LDR/MDR units using District student generation rates), School Site E-1 shall be provided in construction-ready status as described in Section 3.d. below within ninety (90) days or the builders and Specific Plan Owners shall stop obtaining additional occupancy permits within the Specific Plan. Student occupancy, not the number of LDR/MDR units, shall control.

Option 3. <u>Temporary School Site</u>. Provide, at no expense to the District, a temporary School Site with the following provided:

(a) A secure fenced rectangular site of a minimum of 5.5 acres with a width to length ratio of no greater than 0.75.

(b) Developed frontage to include curb, gutter, and sidewalk and a bus pullout to City of Roseville Planning Department specifications.

(c) On-site parking of a minimum of forty (40) spaces.

(d) All utilities that are described and enumerated in this Agreement for School Site E-1.

(e) A level asphalt area of 20,000 square feet to be used for relocatable building placement and hardcourt playfields.

(f) Four (4) acres of level turf playfields.

(g) Four (4) relocatable Division of the State Architect (DSA) approved classrooms, one of which is equipped with two restrooms suitable for kindergarten children.

(h) Four (4) portable DSA approved restroom facilities (in one (1) or two (2) structures), two (2) for students and two (2) for staff.

(i) A DSA approved portable multipurpose room with a minimum of 1,920 square feet of open area.

(j) A DSA approved 960 square-foot office facility to accommodate the site administrator, nurse, attendance clerk, and custodian.

(k) DSA approved play apparatus for K-5 students.

(1) Notwithstanding the foregoing, within ninety (90) days of occupancy of one hundred fifty (150) students within the Specific Plan (which is estimated to be occupancy of 424 LDR/MDR units using District student generation rates), provide the site identified as School Site E-1 in construction-ready status as described in Section (3) above or the builders and/or owners shall stop obtaining

additional occupancy permits within the Specific Plan. Student occupancy, not the number of LDR/MDR units, shall control.

If no option is selected within thirty (30) days of the District's request to buy School Site E-1, the Developing Specific Plan Owners shall be deemed to have selected Option 2 (Transportation).

School Site E-2 and E-3, Schedule of Improvements, and Access to (4) The Landowners of School Sites E-2 and E-3 shall give the Developing School Sites. Specific Plan Owners the right to develop School Sites E-2 and E-3 and the Landowners of School Sites E-2 and E-3 shall thereafter execute or cause the execution of the sale of School Sites E-2 and E-3 to the District. With respect to School Sites E-2 and E-3, the Developing Specific Plan Owners shall use commercially reasonable diligent efforts to complete the design of the improvement plans for the construction-ready improvements and obtain approval thereof from the City within six (6) months of the District's request. Developing Specific Plan Owners shall complete the construction-ready improvements for School Sites E-2 and E-3 within one (1) year of City and District approval of the improvement plans. The District shall be granted the opportunity to enter each School Site in order to begin the District's environmental testing and investigations within nine (9) months of the date on which the District requests to purchase the School Site. If the Developing Specific Plan Owners fail to provide School Site E-2 or E-3 in a timely manner as set forth herein, the builders and the Specific Plan Owners shall stop obtaining additional occupancy permits within the Specific Plan.

c. <u>Separate Purchase Agreement</u>. To the extent a School Site falls within the Property of Landowner, the Landowner agrees to sell the School Site to the District and the District agrees to purchase the School Site from the Landowner after the District's request to purchase and the California Department of Education approves the School Site. The terms and conditions of each purchase shall be controlled by the provisions set forth in this Agreement and by a separately executed purchase agreement for the School Site.

d. Construction-Ready Parcel. Each School Site owned by Landowner, if any, shall be delivered to the District in a construction-ready condition. Construction-ready is defined as the School Site having a maximum slope of 2% except for street transitions and with utilities and other improvements as set forth below. If the School Site has slopes greater than 2%, then the School Site shall be rough graded, such that commercially reasonable efforts shall be made by such Specific Plan Owners through contour grading so as to achieve no more than a 2% maximum slope between any two points (or as otherwise mutually agreed by the Parties hereto). Utilities shall be stubbed to the School Site in the location(s) selected by the District, and approved by the California Department of Education, including water, sewer, cable hookups, and fiber optics if available. The Developing Specific Plan Owners' engineer and the District's engineer shall work together to evaluate the construction ready site (as defined above) such that earthwork balance can be achieved using commercially reasonable efforts. In addition, curbs, gutters, and roads on two sides adjacent to the School Site, in accordance with District and City plans for the School Site, shall be substantially completed and available for public use as part of such construction-ready condition unless otherwise agreed by the District. The School Site shall be prepared in accordance with the standards for school site construction, as approved by the

Division of State Architect and the California Department of Education, or other applicable authority and shall include the following:

(1) <u>Utilities</u>. Utility services to the property line shall include water, sewer, gas, electricity, cable television, and telephone and fiber optics which shall be stubbed to the School Site. (Notwithstanding the foregoing, fiber optics shall be provided only if available.)

(2) <u>Off-Site Development</u>. Improvements outside of the property lines of each School Site shall include: pavement of streets, curbs, and gutters adjacent to the School Site and the extension of paved streets and permanent or temporary sidewalks as needed to provide access to the School Site from a major roadway.

(3) <u>On-Site Development</u>. Improvements inside of School Site property lines shall include: site clearance and grub for areas to be contour graded, demolition of any existing structures, removal/relocation of utility services, construction ready-site (as defined above), and erosion control, as shown on applicable improvement/grading plans approved by the City of Roseville.

(4) <u>Report Preparation</u>. Landowner agrees to provide District with a Phase 1 hazard report and a soils report for the School Site to be used by District to obtain any required CEQA approval and California Department of Education ("CDE") approval for School Site construction on Landowner's Property. Landowner will assist the District, at no additional cost or liability to District, in obtaining a letter of approval for the School Site purchase from the California Department of Education.

(5) <u>Remediation or Replacement</u>. If the reports prepared in paragraph 3.d.(4) above result in the need for environmental remediation measures or further testing for a specific School Site, the Landowner, if an owner of such School Site, shall, at its sole cost and expense, either fully remediate the condition of the School Site and/or provide such additional testing for the School Site, or provide District with an equivalent replacement School Site satisfactory to the District that does not require remediation and that meets the requirements for a School Site as set forth in this Agreement. Any replacement site shall thereafter be deemed a "School Site replacement shall be developed in greater detail in the subsequent purchase agreement for the School Site to be entered into between the Landowner and the District. If the Landowner fails to provide an adequate School Site, the District may bring an eminent domain action to acquire a site within the Specific Plan. All litigation expenses incurred by the District shall be apportioned among the Specific Plan owners in accordance with the apportionment formula for pro rata shares set forth in section 6 below.

e. <u>School Site Size</u>. The construction-ready School Sites shall be approximately and no less than the following size:

- (1) Elementary Schools 12.0 net usable acres for each site;
- (2) Middle School 21.60 net usable acres.

4. <u>Purchase of School Site</u>. The purchase price for a School Site shall be based on the fair market value of the School Site as of the date of acquisition by the District, based on an appraised value of the School Site with the completed improvements installed pursuant to Section 3 above. The appraisal shall be obtained by the District from an appraiser with MAI credentials. The fair market value shall assume underlying residential density for the School Site comparable to the zoning for adjacent residential development (or the average densities thereof if adjacent properties are zoned for different residential densities).

5. <u>Lease-Purchase</u>. As an alternative to purchasing a School Site, and subject to the mutual agreement of the Parties, the District may lease a School Site for a stated period of years, not to exceed five (5) years, at the end of which period the District shall purchase the School Site for the agreed-upon price, reflecting fair market value of the School Site and providing credit for the lease payments, as mutually agreed to by the Parties.

6. <u>Failure to Sell Reserved School Site</u>. The current owners of currently reserved School Sites, their contact information, and the Assessor's Parcel Number for each School Site are listed in **Exhibit "5."** In the event that any Specific Plan Owner who is an owner of a School Site, including the owner of a currently reserved School Site and/or the owner of a replacement School Site described in section 3.d.(5) of this Agreement, refuses to enter into a Purchase Agreement and/or sell a School Site to the District as and when required hereunder, then all of the Specific Plan Owners, including but not limited to the Landowner, shall collectively pay the following amounts to the District:

a. the difference between the District offer of fair market value to purchase such a School Site and the ultimate condemnation award or settlement; and

b. the District's costs and fees, including but not limited to attorneys' fees, incurred to complete the purchase of the School Site by eminent domain.

The costs shall be apportioned to the Specific Plan Owners on a pro-rata basis based on dwelling units equivalents (DUEs) of a Specific Plan Owner's property in the District's portion of the Specific Plan. In the case of commercially zoned properties, a DUE factor shall be established based upon the proportional relationship of the District's per square foot commercial development fee compared to its per square foot residential development fee all as set forth in **Exhibit "6" (Center Joint Unified School District DUE Allocation for Pro Rata Share of Potential Future Eminent Domain Costs)** attached hereto. By way of example only, if the District's per square foot residential development (1/7th) of its per square foot residential development fee and costs to be apportioned to commercially zoned property would be 1/7 of the pro-rata share per DUE of single-family residentially zoned property.

7. <u>Manner of Financing</u>. District expects to fund the construction, furnishing, and equipping of new school facilities with a combination of District general obligation funds, developer fees described in Section 2, and a State funding contribution. Provided, however, the Parties agree that the sole financial obligation of purely commercial development under this

Agreement shall be to pay the school fees then authorized by statute to be levied against such uses.

8. <u>Notice to New Owners and Acknowledgment</u>. Before each and every portion of the Property is conveyed, the then current Landowner(s) of the portion of the Property to be conveyed, (which may be the original Landowner or the original Landowner's heir, successor-ininterest, or assign) shall disclose and require any builder thereon to disclose to the subsequent purchaser(s) or subsequent owner(s) prior to the close of escrow that the Property lies within the Center Joint Unified School District. The then current Landowner shall obtain the subsequent owner's written acknowledgement of this notice prior to the close of escrow. Within fifteen (15) days of each conveyance of all or a portion of the Property, the then current Landowner who has provided the notice and obtained the written acknowledgement shall provide a copy of the notice and the acknowledgment to the District. After an individual homeowner has acquired a lot with a home already constructed thereon, this provision shall no longer apply to that portion of the Property.

9. <u>Binding On Heirs, Successors, and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns. Retail tenants and homeowners in the Project are not heirs, successors, and assigns and are not subject to this Agreement.

10. <u>Covenant Running With the Land</u>. This Agreement is for the benefit of the District and the Property shown in **Exhibit "1"** and described in **Exhibit "2"** and is intended to preserve the value of said Property and enhance its development. This Agreement shall be recorded in the official records of Placer County at or about the same time but not before the Development Agreement(s) with the City are recorded and this Agreement shall constitute a covenant running with the land.

11. <u>Disputes</u>. If a dispute arises relating to the interpretation of, enforcement of, or compliance with the terms of this Agreement, the Landowner and the District shall first attempt to resolve such dispute through informal discussions or negotiations. Any Party may convene such discussions by written notice and shall reasonably accommodate the other Party with respect to scheduling. If the dispute is not resolved in this manner within thirty (30) days, it may be referred to mediation upon the request of either Party for a period not to exceed an additional thirty (30) days. This dispute resolution process shall be undertaken in good faith and exhausted prior to judicial review. However, compliance with this process does not waive any Party's obligation to comply with, or right to assert as a defense, any applicable statute of limitations. The Parties may agree in writing to toll any applicable statute of limitations for such period as may reasonably be necessary to complete the dispute resolution process.

12. Breach, Default, and Cure.

a. <u>Notice of Breach</u>. If a Party materially breaches or fails to comply with any of its obligations under this Agreement, such breaching party shall have thirty (30) days following receipt of written notice of breach from the non-defaulting Party ("Breach Notice") to cure such breach or noncompliance ("Cure Period"). If such breaching Party shall not have cured such breach or noncompliance within the Cure Period and after the expiration of fifteen (15) days

from the later of the expiration of the Cure Period and the date it receives written notice of default ("Default Notice"), it shall be deemed in default ("Default") under this Agreement; provided, however, that if the nature of the breach or noncompliance reasonably requires more than thirty (30) days to cure, the breaching Party shall not be in Default under this Agreement so long as the breaching Party commences such cure within the Cure Period and diligently prosecutes such cure, and provided further that each of the Breach Notice and the Default Notice shall set forth in reasonable detail the nature of the breach, noncompliance, or Default, as the case may be. Copies of all notices required hereunder shall be sent to all Parties to this Agreement.

b. <u>Default Remedies</u>. Upon a Default pursuant to Section 12(a), the non-defaulting Party shall have the following cumulative rights and remedies: (a) to specifically enforce the obligations under this Agreement, or (b) to exercise any and all other rights and remedies the non-defaulting Party may have under this Agreement and/or under the law by reason of the Default.

13. Assignment of Liability.

a. <u>In General</u>. Landowner acknowledges that all terms and conditions of this Agreement shall be binding on all successors-in-interest, including but not limited to purchasers of all or a portion of each Landowner's Property. Provided, however, bona fide, good faith purchasers of completed homes shall not be subject to the provisions of this Agreement.

b. <u>Notice of Assignment, Assignment, and Assumption Agreement</u>. Upon any sale or transfer of any parcel of land in bulk or individual lot which occurs prior to issuance of final building inspection or certificate of occupancy, Landowner shall give written notice of the sale or transfer, including the name, address, and telephone number of purchaser or transferee to the District. Landowner and any successor-in-interest to the Landowner subject to this Agreement shall execute an Assignment and Assumption Agreement in a form which reflects and acknowledges the terms of this Agreement. A sample form Assignment and Assumption Agreement is attached as Exhibit "7."

14. <u>Termination of Agreement</u>. This Agreement shall automatically be terminated, without any further action by either Party or need to record any additional document, with respect to any residential lot within the Project, when all of the following conditions are met: full payment of developer fees as stated in Section 2 with respect to such residential lot, the completion of a fully improved lot, the conveyance of such improved residential lot by Landowner, or any successorin-interest of Landowner, to a bona-fide good faith purchaser thereof and the occupancy of the residences on said residential lot.

15. <u>Notices</u>. All notices or other communications that may be given under this Agreement shall be in writing and shall be served personally or by certified or first-class mail, postage prepaid, return receipt requested, or sent by overnight delivery, postage prepaid, addressed as follows, or to such other address as either Party may provide the other Party in writing:

Notices to the District shall be addressed to the following address:

Center Joint Unified School District 8408 Watt Avenue Antelope, California 95843-9116 Attn: Assistant Superintendent, Facilities and Operations

Notices to Landowner shall be addressed to the following address:

Baseline P&R, LLC 7700 College Town Drive, Suite 101 Sacramento, CA 95826 Attn: Mark Enes

and shall also be copied to:

Marcus J. Lo Duca Lo Duca & Avdis LLP 3200 Douglas Boulevard, Suite 300 Roseville, California 95661

16. <u>Entire Agreement, Waivers, and Amendments</u>. This Agreement and any written agreement entered into by the Parties with respect to the Property, incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by District and Landowner which has not then completed development of its Property.

17. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one in the same Agreement.

18. <u>California Law</u>. This Agreement shall be governed and construed in accordance with the laws of the State of California.

19. Additional Representations of Authority.

a. Landowner represents and warrants that the individual(s) executing this Agreement on its behalf have the legal power, right, and actual authority to bind Landowner to the terms and conditions of this Agreement.

b. District represents and warrants that the individual executing this Agreement on behalf of District has the legal power, right, and actual authority to bind the District to the terms and conditions of this Agreement.

20. <u>Severability</u>. Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or

provisions shall not be affected thereby, and each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

21. <u>Time</u>. Time is of the essence of this Agreement and of each and every term.

22. <u>Attorney's Fees</u>. In the event of any action or proceeding brought by either Party against the other Party under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs in such action or proceeding in such amount as the court may adjudge.

23. <u>Assignment</u>. Landowner shall not assign this Agreement or any right or privilege under this Agreement without the prior written consent of District, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon prior written notice to the District, Landowner may assign this Agreement to Landowner's subsequent purchaser(s) of Landowner's Property, or any portion thereof, including builders, or to any affiliate of Landowner owned or controlled by Landowner, without first obtaining District consent.

24. <u>Third Party Beneficiaries</u>. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

25. <u>Exhibits</u>. The Exhibits attached to this Agreement are incorporated herein by this reference and made a part hereof. Said Exhibits are identified as follows:

Exhibit "1"	Map of Specific Plan Owners' Property		
Exhibit "2"	Legal Description of Landowner's Property		
Exhibit "3"	List of Specific Plan Owners' Property, Assessor's Parcel Numbers, and Contact Information		
Exhibit "4"	Maps of Proposed School Sites		
Exhibit "5"	List of All Current Owners of Initially Reserved School Sites, Assessor's Parcel Numbers, and Contact Information		
Exhibit "6"	Center Joint Unified School District DUE Allocation for Pro Rata Share of Potential Future Eminent Domain Costs		
Exhibit "7"	Sample Form of Assignment and Assumption		

26. <u>Effect of Recitals</u>. The Recitals above are deemed true and correct, are hereby incorporated into this Paragraph as though fully set forth herein, and Landowner and District acknowledge and agree that they are each bound by the same.

27. Force Majeure. Each Party's obligations hereunder shall be delayed (i) by the acts, omissions, delays, or neglect of the other Party, any employees or agents of the other Party, any contractor employed by the other Party, and any subcontractor, employees, or agents of such contractor employed by the other Party, (ii) by acts of God, (iii) by climatic conditions (including

without limitation any time periods for which the Party's work or any part thereof is stopped or delayed due to rain or other weather problems), (iv) by unavoidable casualties, (v) by labor disputes beyond the Party's control, (vi) by shortages or unavailability of materials beyond the Party's control, (vii) by any act, omission, neglect, or delay in acting by any governmental agency, or (viii) by any other causes beyond the Party's control (collectively, "Force Majeure Event") for a time period equal to such delay.

28. <u>Nondiscrimination</u>. There shall be no discrimination by Landowner or District against any person on account of race, color, religion, sex, marital status, national origin, or ancestry in the performance of their respective obligations under this Agreement.

29. <u>Rights and Remedies Are Cumulative</u>. Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same Default or any other Default by another Party.

30. <u>Provisions Required by Law Deemed Inserted.</u> Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party, the Agreement shall forthwith be physically amended to make such insertion or correction.

31. <u>Cooperation</u>. District and Landowner acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to accomplish the objectives and requirements that are set out in this Agreement. Both District and Landowner hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete this transaction in accordance with the intent of the Parties as evidenced in this Agreement and attached Exhibits hereto.

32. <u>Interpretation Guides</u>. In interpreting this Agreement, it shall be deemed that the Agreement was prepared by the Parties jointly and no ambiguity shall be resolved against either Party on the premise that it or its attorneys were responsible for drafting this Agreement or any provision thereof. Headings used in this Agreement are for convenience and ease of reference only and are not intended nor may be constructed as a guide to interpret any provision of this Agreement.

33. <u>Due Authority of Signatories to Execute Agreement</u>. Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the Party which he or she represents to enter into this Agreement on behalf of the Party.

34. <u>No Joint Venture</u>. The relationship of the Parties to this Agreement is determined solely by the provisions of this Agreement. This Agreement does not create and shall not be construed to create any agency, partnership, joint venture, trust, or other relationship with duties or incidents different from those of parties to an arm's length contract. 35. <u>Eminent Domain</u>. Nothing in this Agreement shall prevent the District from exercising its rights of eminent domain pursuant to law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

Date: _____

CENTER JOINT UNIFIED SCHOOL DISTRICT

BY:

Scott Loehr Superintendent

Date: <u>/- /0 - //</u>

Date: 1/5/11

APPROVED AS TO FORM:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

BY: <u>Ilive Josth. R. Lenne</u> Elizabeth B. Hearey, Esq.

Counsel for Center Joint Unified School District

LANDOWNER

BASELINE P&R, LLC a California limited liability company

BY: AKT Development Corporation a California corporation

BY: 1 Name: MARK ENES Title: EXECUTIVE VICE PRESIDENT

APPROVED AS TO FORM:

LO DUCA & AVDISLLP BY: ∠

Marcus J. Lo Duca, Esq. Counsel for Landowner

Date: /-6-//

STATE OF CALIFORNIA)) ss. COUNTY OF <u>Sacramento</u>)

On January 5, 2011, before me, Tawny for, Notary Public, personally appeared Mark Enes, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(seal) TAWNY POR COMM. # 1750175 NOTARY PUBLIC - CALIFORNIA SACRAMENTO COUNTY NY COMM. EXP. JUNE. 10, 2011 STATE OF CALIFORNIA) SS.

COUNTY OF _____

On ______, before me, ______, Notary Public, personally appeared ______, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or

the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

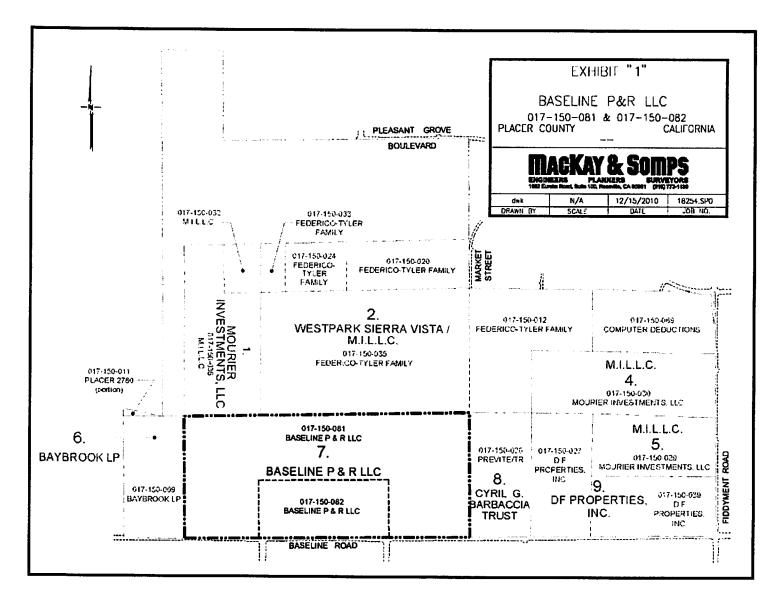




EXHIBIT "1"

EXHIBIT "2"

LEGAL DESCRIPTIONS OF LANDOWNER'S PROPERTY

All that real property situated in a portion of Sections 34 and 35, Township 11 North, Range 5 East, Mount Diablo Meridian, County of Placer, State of California, being more particularly described as follows:

Property No.7 APN 017-150-081 and 082

APN 017-150-081

Commencing at the Southeast corner of said Section 35 running thence West, along the South line of said Sections 35 and 34, a distance of 6130 feet to the Southeast corner of land conveyed to Bell; thence Northerly, and parallel to the East line of said Section 34 to the North line of the South One-Half of said Sections 34 and 35, a distance of approximately 2640 feet; thence Easterly and along the North line of the South Half of said Sections 34 and 35, a distance of approximately 6130 feet to the East line of said Section 35; thence Southerly, and along the East line of said Section 35, approximately 2640 feet to the point of beginning.

EXCEPTING THEREFROM a portion of the property described by that Grant Deed from Regas to Baseline P & R. LLC recorded as Document No. 2001-0117909, Official Records of Placer County, County of Placer, State of California, situated in the South Half of said Section 35 described as follows:

Commencing at the Southeast corner of said property described by Grant Deed, being the Southeast corner of said Section 35; thence from said Point of Commencement, along the South line of said property described by said Grant Deed and South line of said Section 35, West, a distance of 1745.21 feet to the Point of Beginning of this description; thence from said Point of Beginning, leaving said South line, along a line perpendicular to the last mentioned course, North, a distance of 1250.00 feet; thence along a line perpendicular to the last mentioned course, South, a distance of 2788.00 feet; thence along a line perpendicular to the last mentioned course, South, a distance of 1250.00 feet; to a point on the South line of said Grant Deed and said Section 35; thence along said South line, East, a distance of 2788.00 feet to the point of beginning.

Containing 295.4 acres, more or less.

APN 017-150-082

A portion of the property described by that Grant Deed from Regas to Baseline P & R, LLC recorded as Document No. 2001-0117909, Official Records of Placer County, County of Placer, State of California, situated in the South Half of said Section 35 described as follows:

Commencing at the Southeast corner of said property described by Grant Deed, being the Southeast corner of said Section 35; thence from said Point of Commencement, along the

South line of said property described by said Grant Deed and South line of said Section 35. West, a distance of 1745.21 feet to the Point of Beginning of this description; thence from said Point of Beginning, leaving said South line, along a line perpendicular to the last mentioned course, North, a distance of 1250.00 feet; thence along a line perpendicular to the South line of said Section 35. West, a distance of 2788.00 feet; thence along a line perpendicular to the last mentioned course, South, a distance of 1250.00 feet; thence along a line perpendicular to the last mentioned course, South, a distance of 1250.00 feet to a point on the South line of said Grant Deed and said Section 35; thence along said South line, East, a distance of 2788.00 feet to the point of beginning.

Containing 80 acres, more or less.

EXHIBIT "3"

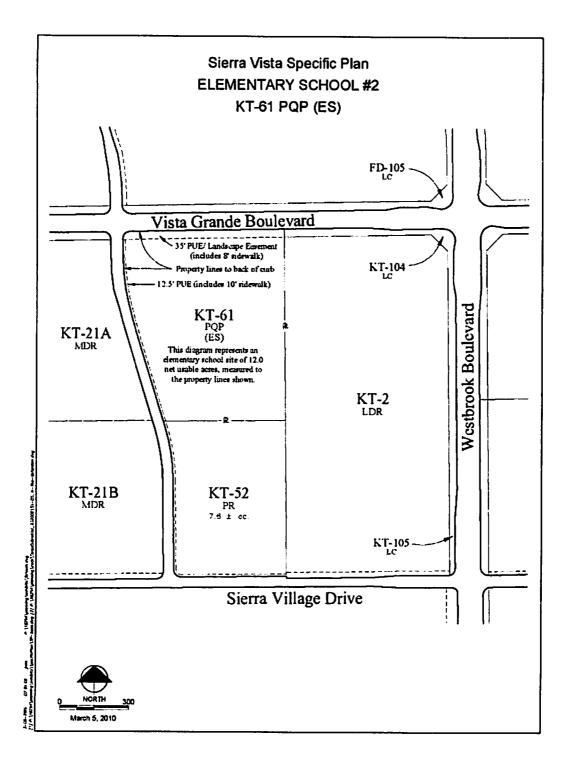
LIST OF SPECIFIC PLAN OWNERS' PROPERTY, ASSESSOR'S PARCEL NUMBERS, AND CONTACT INFORMATION

Reference Number	APN Number	Landowner		
1	017-150-036 and 017-150-032	Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III		
2	017-150-035 017-150-033 017-150-024 017-150-020 017-150-012	Westpark Sierra Vista, LLC 1700 Eureka Road, Suite 140 Roseville, CA 95661 Attention: John Murray Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III Federico-Tyler Family Limited Partnership 4955 E. Anderson, Suite 115 Fresno, CA 93727 Attention: Leonard A. Federico		
3	Number intentional	ntentionally removed		
4	017-150-030	Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III		
5	017-150-029	Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III		
6	017-150-009	Baybrook Limited Partnership c/o Regas, Frezados & Harp 111 West Washington Street, Suite 1525 Chicago, IL 60602 Attention: Mr. James A. Regas		

Reference Number	APN Number	Landowner
7	017-150-081 and 017-150-082	Baseline P&R, LLC 7700 College Town Drive, Suite 101 Sacramento, CA 95826 Attention: Mark Enes
8	017-150-026	The Cyril G. Barbaccia Irrevocable Trust Dated December 15, 1976 950 South Bascom, Suite 1113 San Jose, CA 95128 Attention: Jack Previte, Trustee
9	017-150-027 and 017-150-039	DF Properties, Inc. 2013 Opportunity Drive, Suite 140 Roseville, CA 95678 Attention: Jeff Ronten, EVP/CFO

EXHIBIT "4"

MAPS OF PROPOSED SCHOOL SITES



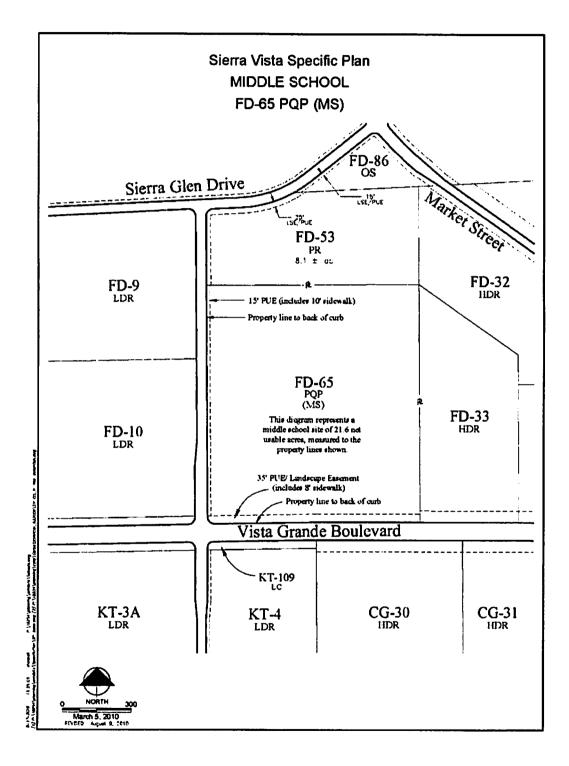


EXHIBIT "5"

LIST OF ALL CURRENT OWNERS OF INITIALLY RESERVED SCHOOL SITES, ASSESSOR'S PARCEL NUMBERS, AND CONTACT INFORMATION

Specific Plan Reference Parcel Number	APN Number	Landowner
FD 65 Middle School (21.60 net useable acres)	017-150-035	 Westpark Sierra Vista, LLC 1700 Eureka Road, Suite 140 Roseville, CA 95661 Attention: John Murrary Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III Federico-Tyler Family Limited Partnership 4955 E. Anderson, Suite 115 Fresno, CA 93727 Attention: Leonard A. Federico
JM - 61 Elementary School (12.0 net usable acres)	017-150-030	Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III
KT-61 Elementary School (12.0 net usable acres)	017-150-081	Baseline P&R, LLC 7700 College Town Drive, Suite 101 Sacramento, CA 95826 Attention: Mark Enes

EXHIBIT "6

CENTER JOINT UNIFIED SCHOOL DISTRICT DUE ALLOCATION FOR PRO RATA SHARE OF POTENTIAL FUTURE EMINENT DOMAIN COSTS

PARCEL	GENERAL PLANEARD (24)	200103	ACIES	ALLOCA IFD	LDUS	% of SVSP
	(Specific Plan Land Use)			URAIS		EDUS
CG-1	LDR (Residentist)	RS/DS	23.0	115	15	220%
CG-20	MDR (Residentia)	RS/DS	49	4	4	0.84%
CG-30	HDR (Recidential	R3	14.0	420	257	5.51%
CG31	HDR (Residential	R3	14.6	420	267	5.51%
SUD-totals (56.5	999	734	1407%
CO-1	LDR (Residentia)	RS/DS	07	3	3	0.05%
CO2A	LDR (Residential)	RS/DS	14.2	71	71	1.36%
CO-28	LDR (Residential)	RS/DS	14.6	73	73	1.40%
CO3	LDR (Residentie)	RS/DS	15.7	78	78	1.50%
CO-20	MDR (Residential)	RS/DS	8.4	84	84	1.61%
CO-21	MDR (Rasidentia)	RS/DS	58	50	50	0.98%
CO-22	MDR (Residentia)	RS/DS	49	43	43	0.82%
CO-40	CC (Commercial)	CC	Q1		0	0.00%
sub-totais (Conley		65.1	402	402	7.71%
DF-1	LDR (Residentia)	RS/DS	20.3	101	101	1.94%
DF-2	LDR (Roskientier)	RS/DS	32	18	18	0.31%
DF-20	MDR (Residential)	RS/DS	14.5	113	113	217%
DF-40	CC (Commercial)	GC	12.6		8	0.15%
DF-41	CC (Commercial)	GC	29.3		19	0.38%
DF-42	CC (Commercial)	GC	40.2		28	0.49%
sub–totals(DF Proparties)		120.1	230	252	5 42%
FD-2	LDR (Residential)	RS/D8	16.3	81	81	1.55%
FD-4	LDR (Recklerde)	RS/DS	1.8	9	9	0.17%
FD-6	LDR (Residentia)	RS/DS	17.4	87	87	1.67%
FD-6	LDR (Residentie)	RS/DS	13.8	69	69	1.32%
FD-7	LDR Residentia	RS/DS	85	4	é	0.81%
FD-8A	LDR (Residentia)	R\$/D\$	15.8	78	78 86	1.50%
FD-68	LDR (Residentia)	RS/DS	173	88	91 91	1.65%
FD-9	LDR (Residentia) LDR (Residentia)	RS/DS	18.3 18.7	91 53	91	1.74%
FD-10	MDR Residential)	RS/DS	18.7 22.7	83 204	204	
FD-21	MDR (Residential)	RS/DS	· · · · · · · · · · · · · · · · · ·		143	3.91% 2.74%
FD-23	MOR (Residential)	RS/DS	15.9	143	143 98	1.84%
FD-24	HDR (Residential	RS/DS	10.7	<u>96</u>	122	
FD-32	HDR (Regionnia	R3 R3	89 86	178	118	2.33%
FD-33	CC (Commercial)		7.5	1/2	110 5	
FD-40	Commercial Mixed Use	CC		.	31	0.09%
FD-41		CMU/SA	57	40	31 1,354	0.59%
sub-lotals (Languer)		207.7	1,469	1,304	25.96%

003 I - 140	RQJ 6nO	310N

1AL			903.2	282,2	2'54C	%00
oleve(LTX) eletot-d	(มอเมต์อุเดก		330.8	CFS'I	KUG'I	%£882
-13 Com	Enoiseefort seenleuBleimemmo	CC/SA	53		8	% S 10
N00 77-	(Binemac) (Commercial)	29	8.8		9	\$110
2)00 IF.	(Commercial)	29	225		32	\$690
00 BDF-	(commercial Manad Use)	CMU/SA	83	961	901	201%
100 VOF	(conmercial Mored Use)	CMU/SA	23	38	30	\$850
	bitrobios) PCF	53	52	OGI	201	\$451
	(Jaimobian) ACM	SC/SN	9.61	291	1 91	3 3 3 DW
	(tetinebian), ACA	SC/SA	9.81	291	2 91	SOFE
	(Sandonia)	SCVSR	372	303	305	3.45°C
	(stimples) HQ.	SC/SY	512	961	961	261%
and the second sec	and the second	SCISA	611	12	12	SSE'S
	(Stimples) HO	S0/53	18	28	<i>1</i> 8	\$6931
	Gettrebleef HQ.	80/88	63	98	96	\$191
a second s	gelimebiseA AQ	SO/SY	122	811	811	538#
	(jeilnebleef) AG	SC/SA	304	201	105	\$681
	(attrabled) HQ	SC/SX	51	8	29	\$611
ULJOURION) GIBLIO1-O	BE INVESTMBITS LLC)		0751	606	0⊧6	%I08I
	Brolession eseries Professional	A8\DD	19		0)	\$610
		CMU/SA	25	0	31	%6 50
	(olinebianit) ACM	Rands	28	89)	881	322%
	(ainobias) ACM	SUSA	8.61	691	69)	3542
	(jeimebian.R) ACA	SC/SA	511	06)	08)	319'6
	(astrobies) HQ.	SC/SA	293	131	131	5212
	ğetimebice A AG	BC/SA	194	28	28	\$451
	(jethebleef) HQ	SC/SA	821	69	69	138
	(jeltrebiceA) AG	SC/SH	£1	31	31	\$650
The standard stand to be a lot	(attrabiae) AG	SC/SH	811	89	69	SEL'I
	(cel) brue (read e francés)			Stran		SUQ3
	980-014A-114A-194-14A-14 6-0141A-0-19491-0-000	ORBOZ	SEIOV	041300114	8001	dsAs Jo %

EXHIBIT "7"

SAMPLE ASSIGNMENT AND ASSUMPTION AGREEMENT

WHEN RECORDED, RETURN TO:

ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO THE AGREEMENT BETWEEN THE CENTER JOINT UNIFIED SCHOOL DISTRICT AND ______ Entitled "LANDOWNER'S DEVELOPMENT AGREEMENT (_______; Sierra Vista)"

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 20__, by and between ______, a______ (hereinafter" Assignor"), and ______, a______

(hereinafter "Assignee").

RECITALS

A. On ______, 2010, the Center Joint Unified School District ("District") and _______ entered into that certain agreement entitled "Landowner's Development Agreement (_______; Sierra Vista)" (hereinafter, the "Landowner/Center Agreement"). Pursuant thereto, Landowner agreed to mitigate the impacts of development of Landowner's property (hereinafter, the "Subject Property") which is located within the Sierra Vista Specific Plan. The Landowner/Center Agreement was made binding upon the Landowner and subsequent owners of the Subject Property. The Landowner/Center Agreement was recorded against the Subject Property in the Official Records of Placer County on _____, 2010 [Instrument No. ____].

B. Assignor is the current owner of all or a portion of the Subject Property.

C. Assignor intends to convey to Assignee all or a portion of the Subject Property commonly referred to as Parcel(s) ____, and more particularly identified and described in

Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel(s)").

D. Assignor desires to assign and Assignee desires to assume all of Assignor's right, title, interest, burdens and obligations under the Landowner/Center Agreement with respect to and as related to the Assigned Parcel(s).

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, effective as of Assignor's conveyance of the Assigned Parcel(s) to Assignee, all of the rights, title, interest, burdens and obligations of Assignor under the Landowner/Center Agreement with respect to the Assigned Parcel(s). Assignor retains all the rights, title, interest, burdens and obligations under the Landowner/Center Agreement with respect to all other property within the Subject Property owned by Assignor.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Landowner under the Landowner/Center Agreement with respect to the Assigned Parcel(s), and agrees to observe and fully perform all of the duties and obligations of Assignor as Landowner under the Landowner/Center Agreement with respect to the Assigned Parcel(s), and to be subject to all the terms and conditions thereof with respect to the Assigned Parcel(s). The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel(s) to Assignee, Assignee shall become substituted for Assignor as the "Landowner" under the Landowner/Center Agreement with respect to the Assigned Parcel(s), and Assignor shall be released of all obligations under the Landowner/Center Agreement for the Assigned Parcel(s) so conveyed.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. The Notice Address described in Section 15 of the Landowner/Center Agreement for the Landowner with respect to the Assigned Parcel(s) shall be:

Attn:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

ASSIGNOR:

By: _____ Print Name: _____ Title: _____

ASSIGNEE:

By: _____ Print Name: _____ Title: _____ STATE OF CALIFORNIA)) ss. COUNTY OF ______, before me, ______, Notary Public, personally appeared ______, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

STATE OF CALIFORNIA)) ss. COUNTY OF _____)

On ______, before me, _____, Notary Public, personally appeared ______, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Recording Requested by:

Elizabeth B. Hearey, Esq. Atkinson, Andelson, Loya, Ruud & Romo For the benefit of Center Joint Unified School District No fee under Government Code section 6103

When Recorded Mail to:

Elizabeth B. Hearey, Esq. Atkinson, Andelson, Loya, Ruud & Romo 5075 Hopyard Road, Suite 210 Pleasanton, CA 94588

(SPACE ABOVE THIS LINE RESERVED FOR RECORDERS USE)

LANDOWNER'S DEVELOPMENT AGREEMENT (The Cyril G. Barbaccia Irrevocable Trust Dated December 15, 1976; Sierra Vista - Property No. 8)

This Landowner's Development Agreement ("Agreement"), dated for reference purposes as of January 19, 2011, is entered into by and between the Center Joint Unified School District ("District"), a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California, and The Cyril G. Barbaccia Irrevocable Trust Dated December 15, 1976 ("Landowner") which is the owner of certain property and/or options to acquire property planned for urban uses within the Sierra Vista Specific Plan (hereinafter referred to as the "Specific Plan"). District and Landowner are sometimes referred to individually as a "Party" and collectively as the "Parties."

Recitals

A. WHEREAS, Landowner's property (Assessor's Parcel No. 017-150-026) which is subject to this Agreement and which lies within the Sierra Vista Specific Plan, is depicted on Exhibit "1" (Map of Specific Plan Owners' Property) and is more particularly described in Exhibit "2" (Legal Description Landowner's Property) attached hereto ("Property"); and

B. WHEREAS, all owners of property within the Sierra Vista Specific Plan, with the exception of those property owners described below in Recital "E," are referred to herein as "Specific Plan Owners"; and

C. WHEREAS, the Specific Plan Owners, the property they own within the Specific Plan ("Specific Plan Owners' Property"), and their contact information is described in Exhibit "3" (List of Specific Plan Owners' Property, Assessor's Parcel Numbers, and Contact Information); and

D. WHEREAS, all Specific Plan Owners are entering into separate similar development agreements with the District with respect to their property and obligations; and

E. WHEREAS, one portion of the Specific Plan which lies within the District is designated "Urban Reserve" and is currently owned by Westpark S.V. 400, LLC and the Chan family, entities and persons who are not entering into a Development Agreement with the District at this time; and one other portion of the Specific Plan, known as Assessor's Parcel Number 017-150-069, is owned by Computer Deductions, an entity which is also unwilling to enter into a Development Agreement with the District at this time; the owners of the properties described above in this Recital are excluded from the definition of "Specific Plan Owners" for purposes of this Agreement; and

F. WHEREAS, the Property within the Specific Plan is located within an area proposed for annexation to the City of Roseville ("City"); and

G. WHEREAS, the Specific Plan dated May 5, 2010, and approved by the City on that date foresees the development of six thousand six hundred fifty (6,650) student-producing dwelling units and approximately two hundred fifteen (215) acres of commercial development, of which approximately five thousand eight hundred seventy-one (5,871) student-producing dwelling units and two hundred fifteen (215) acres of commercial development lie within the District portion of the Specific Plan ("Specific Plan Owners' Development" or "Project"); and

H. WHEREAS, there are three school districts which serve the Sierra Vista Specific Plan area including: Roseville City School District, Roseville Joint Union High School District, and the Center Joint Unified School District; and

I. WHEREAS, the District anticipates that approximately one thousand five hundred forty-five (1,545) elementary school students, approximately seven hundred sixty-three (763) middle school students, and one thousand one hundred thirty-three (1,133) high school students will be generated for the District from the Project; and

J. WHEREAS, the Specific Plan Owners' development of the Project will increase the size of the student population within the District and require the building of one (1) middle school and two (2) elementary schools; and

K. WHEREAS, the first construction of the Project is expected to commence in 2012 with the first units occupied in 2013; and

L. WHEREAS, the Parties wish to ensure the orderly and expeditious design and construction of school facilities to house students generated by the Project; and

M. WHEREAS, Landowner has entered into a separate development agreement with the City ("City Development Agreement") and has obtained urban zoning for its Property consistent with the Specific Plan; and,

N. WHEREAS, Landowner represents that all entities and persons with an option to purchase Landowner's Property, or a portion thereof, are Parties to this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. <u>Term</u>. This Agreement shall not be effective until all of the following have occurred: execution of this Agreement by the Parties, execution of similar development agreements between the District and all of the Specific Plan Owners, City approval of the Sierra Vista Specific Plan, execution of development agreements between all of the Specific Plan Owners and the City ("City Development Agreements"), and recordation of the City Development Agreements ("Effective Date"). Thereafter, this Agreement shall remain in full force and effect until the Landowner makes all of the payments contemplated herein and discharges its duties under the Agreement.

2. <u>Developer Fees</u>. The District intends to assess developer fees against the Property within the Sierra Vista Specific Plan and within the District's boundaries, pursuant to California Government Code section 65995, *et seq*. The current fees in effect at the time of execution of the Agreement will not determine the level of fees which will be payable by Landowner. The fees payable will be those in effect at the time the fees are payable. The fees payable may be equal to, greater than, or less than the fees currently assessed. This Agreement shall in no way condition, limit, modify, or terminate these statutory rights of the District to impose fees.

3. <u>Covenant to Sell School Sites</u>.

a. <u>Currently Identified School Sites</u>.

(1) The Development of all Specific Plan Owners' Property is anticipated to generate the need for two (2) elementary schools and one (1) middle school. The Specific Plan Owners have agreed to reserve two (2) sites for elementary schools and one (1) site for a middle school ("School Sites") and to sell the School Sites to the District in accordance with the terms of this Agreement and the other Specific Plan Owners' separate development agreements with the District.

(2) The Maps of Proposed School Sites attached as Exhibit "4" depict the currently proposed locations for the identified middle school (FD-65) and two identified elementary schools (KT-61 and JM-61) within the Specific Plan.

(3) The locations of the School Sites may change in the event that the School Sites identified and depicted on Exhibit "4" are not acceptable to the District or the Landowner chooses not to remediate a School Site(s). Therefore, Landowner currently is or may become a School Site owner.

b. <u>Time of Sale</u>.

(1) Each School Site will be sold and delivered in construction-ready condition (see 3.d. below for definition of "construction-ready") as and when requested by the District and subject to the District's receiving approval of the School Site(s) from the California Department of Education and obtaining funding for the purchase(s).

(2) <u>Time for Request to Purchase</u>. The District may make a request to purchase the School Sites according to the following schedule:

(i) <u>School Site E-1 (Specific Plan Parcel JM-61)</u>: The District may request to purchase School Site E-1 any time after the City issues the 150th residential building permit within the District's portion of the Specific Plan area, but no later than the later of one hundred eighty (180) days after the City issues the 2,000th building permit within the District's portion of the Specific Plan area or completion of all necessary work for School Site approval by the California Department of Education, which approval the District shall seek using reasonable, good faith efforts.

(ii) <u>School Site E-2 (Specific Plan Parcel FD-65)</u>: The District may request to purchase School Site E-2 any time after the City issues the 2,750th residential building permit within the District's portion of the Specific Plan area, but no later than the later of one hundred eighty (180) days after the City issues the 4,000th residential building permit within the District's portion of the Specific Plan or completion of all necessary work for School Site approval by the California Department of Education, which approval the District shall seek using reasonable, good faith efforts. In addition, for School Site E-2, the District may also request that the Specific Plan Owner that owns the School Site sell the School Site before the City issues the 2,750th residential building permit within the District's portion of the Specific Plan area if development is occurring immediately around School Site E-2 and public improvements necessary to serve the School Site have been constructed.

(iii) <u>School Site E-3 (Specific Plan Parcel KT-61)</u>: Any time after the City issues the 2,000th residential building permit within the District's portion of the Specific Plan area, but no later than one hundred eighty (180) days after the City issues the 3,250th residential building permit within the District's portion of the Specific Plan or completion of all necessary work for the School Site approval by the California Department of Education, which approval the District shall seek using reasonable, good faith efforts.

(3) <u>School Site E-1, Options Available to Developers of First 150 Residential</u> <u>Units for the Schedule of Improvements and Access to School Site</u>. Those Specific Plan Owners (or successors in interest) who have developed in the Plan Area by obtaining a building permit prior to or at the time that any Specific Plan Owner (or successor in interest) triggers the permit threshold set forth above for a particular School Site are referred to herein as "Developing Specific Plan Owners." Developing Specific Plan Owners may collectively elect one of the following options for providing initial school facilities within thirty (30) days of District's request to purchase School Site E-1. Developing Specific Plan Owners shall not be required to construct the site improvements to School Site E-1 except as set forth below:

<u>Option 1.</u> Develop School Site E-1. Obtain from landowner of School Site E-1 the rights to develop and thereafter execute or cause the execution of the sale of School Site E-1 to the District, subject to the following modified requirements for allowing the District access and the timeline for the construction of improvements:

(a) Nine (9) months after the District's request to purchase School Site E-1, provide the District with access to School Site E-1 via a gravel road. The corners of School Site E-1 shall be marked, but shall not be required to be monumented until the legal parcel for the School Site E-1 is created;

(b) Twenty-one (21) months after the District's request to purchase School Site E-1, provide adequate water service to School Site E-1 to support school construction (which service may be temporary);

(c) Twenty-four (24) months after the District's request to purchase School Site E-1, provide temporary electrical service to School Site E-1; and,

(d) Thirty-six (36) months after the District's request to purchase School Site E-1, complete all connections to all utilities and required frontage improvements for School Site E-1.

Notwithstanding the foregoing, after the occupancy of one hundred fifty (150) K-6 students within the Specific Plan (which is estimated to be occupancy of 424 LDR/MDR units using District student generation rates), School Site E-1 shall be provided in construction-ready status as described in Section 3.d. below within ninety (90) days or the builders and Specific Plan Owners shall stop obtaining additional occupancy permits within the Specific Plan. Student occupancy, not the number of LDR/MDR units, shall control.

Except as expressly modified by this paragraph, all provisions and timelines for the improvement and sale of School Site-E-1 shall apply.

<u>Option 2</u>. <u>Transportation</u>. Provide the District with transportation costs for students that occupy any residential unit within the initial development of the Specific Plan and as follows:

Number of Students	Fee for Service for First Three (3) Years of Transportation (to be paid in advance on exercise of the option.)	Fee for Service for Second Three (3) Years of Transportation (to be paid before the beginning of the second three (3) years.)	
1-56	\$710,000.00	\$710,000.00	
57-103	\$710,000.00	\$710,000.00	
104-150 \$710,000.00		\$710,000.00	

Fees shall be paid for student transportation until School Site E-1 improvements are completed and the site is delivered to the District at close of escrow.

Transportation fees shall be charged up to a maximum of six (6) years.

Notwithstanding the foregoing, after the occupancy of one hundred fifty (150) K-6 students within the Specific Plan (which is estimated to be occupancy of 424 LDR/MDR units using District student generation rates), School Site E-1 shall be provided in construction-ready status as described in Section 3.d. below within ninety (90) days or the builders and Specific Plan Owners shall stop obtaining additional occupancy permits within the Specific Plan. Student occupancy, not the number of LDR/MDR units, shall control.

<u>Option 3.</u> <u>Temporary School Site</u>. Provide, at no expense to the District, a temporary School Site with the following provided:

(a) A secure fenced rectangular site of a minimum of 5.5 acres with a width to length ratio of no greater than 0.75.

(b) Developed frontage to include curb, gutter, and sidewalk and a bus pullout to City of Roseville Planning Department specifications.

(c) On-site parking of a minimum of forty (40) spaces.

(d) All utilities that are described and enumerated in this Agreement for School Site E-1.

(e) A level asphalt area of 20,000 square feet to be used for relocatable building placement and hardcourt playfields.

(f) Four (4) acres of level turf playfields.

(g) Four (4) relocatable Division of the State Architect (DSA) approved classrooms, one of which is equipped with two restrooms suitable for kindergarten children.

(h) Four (4) portable DSA approved restroom facilities (in one (1) or two (2) structures), two (2) for students and two (2) for staff.

(i) A DSA approved portable multipurpose room with a minimum of 1,920 square feet of open area.

(j) A DSA approved 960 square-foot office facility to accommodate the site administrator, nurse, attendance clerk, and custodian.

(k) DSA approved play apparatus for K-5 students.

(1) Notwithstanding the foregoing, within ninety (90) days of occupancy of one hundred fifty (150) students within the Specific Plan (which is estimated to be occupancy of 424 LDR/MDR units using District student generation rates), provide the site identified as School Site E-1 in construction-ready status as described in Section (3) above or the builders and/or owners shall stop obtaining

additional occupancy permits within the Specific Plan. Student occupancy, not the number of LDR/MDR units, shall control.

If no option is selected within thirty (30) days of the District's request to buy School Site E-1, the Developing Specific Plan Owners shall be deemed to have selected Option 2 (Transportation).

School Site E-2 and E-3, Schedule of Improvements, and Access to (4) School Sites. The Landowners of School Sites E-2 and E-3 shall give the Developing Specific Plan Owners the right to develop School Sites E-2 and E-3 and the Landowners of School Sites E-2 and E-3 shall thereafter execute or cause the execution of the sale of School Sites E-2 and E-3 to the District. With respect to School Sites E-2 and E-3, the Developing Specific Plan Owners shall use commercially reasonable diligent efforts to complete the design of the improvement plans for the construction-ready improvements and obtain approval thereof from the City within six (6) months of the District's request. Developing Specific Plan Owners shall complete the construction-ready improvements for School Sites E-2 and E-3 within one (1) year of City and District approval of the improvement plans. The District shall be granted the opportunity to enter each School Site in order to begin the District's environmental testing and investigations within nine (9) months of the date on which the District requests to purchase the School Site. If the Developing Specific Plan Owners fail to provide School Site E-2 or E-3 in a timely manner as set forth herein, the builders and the Specific Plan Owners shall stop obtaining additional occupancy permits within the Specific Plan.

c. <u>Separate Purchase Agreement</u>. To the extent a School Site falls within the Property of Landowner, the Landowner agrees to sell the School Site to the District and the District agrees to purchase the School Site from the Landowner after the District's request to purchase and the California Department of Education approves the School Site. The terms and conditions of each purchase shall be controlled by the provisions set forth in this Agreement and by a separately executed purchase agreement for the School Site.

Construction-Ready Parcel. Each School Site owned by Landowner, if any, shall d. be delivered to the District in a construction-ready condition. Construction-ready is defined as the School Site having a maximum slope of 2% except for street transitions and with utilities and other improvements as set forth below. If the School Site has slopes greater than 2%, then the School Site shall be rough graded, such that commercially reasonable efforts shall be made by such Specific Plan Owners through contour grading so as to achieve no more than a 2% maximum slope between any two points (or as otherwise mutually agreed by the Parties hereto). Utilities shall be stubbed to the School Site in the location(s) selected by the District, and approved by the California Department of Education, including water, sewer, cable hookups, and fiber optics if available. The Developing Specific Plan Owners' engineer and the District's engineer shall work together to evaluate the construction ready site (as defined above) such that earthwork balance can be achieved using commercially reasonable efforts. In addition, curbs, gutters, and roads on two sides adjacent to the School Site, in accordance with District and City plans for the School Site, shall be substantially completed and available for public use as part of such construction-ready condition unless otherwise agreed by the District. The School Site shall be prepared in accordance with the standards for school site construction, as approved by the

Division of State Architect and the California Department of Education, or other applicable authority and shall include the following:

(1) <u>Utilities</u>. Utility services to the property line shall include water, sewer, gas, electricity, cable television, and telephone and fiber optics which shall be stubbed to the School Site. (Notwithstanding the foregoing, fiber optics shall be provided only if available.)

(2) <u>Off-Site Development</u>. Improvements outside of the property lines of each School Site shall include: pavement of streets, curbs, and gutters adjacent to the School Site and the extension of paved streets and permanent or temporary sidewalks as needed to provide access to the School Site from a major roadway.

(3) <u>On-Site Development</u>. Improvements inside of School Site property lines shall include: site clearance and grub for areas to be contour graded, demolition of any existing structures, removal/relocation of utility services, construction ready-site (as defined above), and erosion control, as shown on applicable improvement/grading plans approved by the City of Roseville.

(4) <u>Report Preparation</u>. Landowner agrees to provide District with a Phase 1 hazard report and a soils report for the School Site to be used by District to obtain any required CEQA approval and California Department of Education ("CDE") approval for School Site construction on Landowner's Property. Landowner will assist the District, at no additional cost or liability to District, in obtaining a letter of approval for the School Site purchase from the California Department of Education.

(5) <u>Remediation or Replacement</u>. If the reports prepared in paragraph 3.d.(4) above result in the need for environmental remediation measures or further testing for a specific School Site, the Landowner, if an owner of such School Site, shall, at its sole cost and expense, either fully remediate the condition of the School Site and/or provide such additional testing for the School Site, or provide District with an equivalent replacement School Site satisfactory to the District that does not require remediation and that meets the requirements for a School Site as set forth in this Agreement. Any replacement site shall thereafter be deemed a "School Site" for purposes of this Agreement. This issue of hazardous substances remediation or School Site replacement shall be developed in greater detail in the subsequent purchase agreement for the School Site to be entered into between the Landowner and the District. If the Landowner fails to provide an adequate School Site, the District may bring an eminent domain action to acquire a site within the Specific Plan. All litigation expenses incurred by the District shall be apportioned among the Specific Plan owners in accordance with the apportionment formula for pro rata shares set forth in section 6 below.

e. <u>School Site Size</u>. The construction-ready School Sites shall be approximately and no less than the following size:

- (1) Elementary Schools 12.0 net usable acres for each site;
- (2) Middle School 21.60 net usable acres.

4. <u>Purchase of School Site</u>. The purchase price for a School Site shall be based on the fair market value of the School Site as of the date of acquisition by the District, based on an appraised value of the School Site with the completed improvements installed pursuant to Section 3 above. The appraisal shall be obtained by the District from an appraiser with MAI credentials. The fair market value shall assume underlying residential density for the School Site comparable to the zoning for adjacent residential development (or the average densities thereof if adjacent properties are zoned for different residential densities).

5. <u>Lease-Purchase</u>. As an alternative to purchasing a School Site, and subject to the mutual agreement of the Parties, the District may lease a School Site for a stated period of years, not to exceed five (5) years, at the end of which period the District shall purchase the School Site for the agreed-upon price, reflecting fair market value of the School Site and providing credit for the lease payments, as mutually agreed to by the Parties.

6. <u>Failure to Sell Reserved School Site</u>. The current owners of currently reserved School Sites, their contact information, and the Assessor's Parcel Number for each School Site are listed in **Exhibit "5."** In the event that any Specific Plan Owner who is an owner of a School Site, including the owner of a currently reserved School Site and/or the owner of a replacement School Site described in section 3.d.(5) of this Agreement, refuses to enter into a Purchase Agreement and/or sell a School Site to the District as and when required hereunder, then all of the Specific Plan Owners, including but not limited to the Landowner, shall collectively pay the following amounts to the District:

a. the difference between the District offer of fair market value to purchase such a School Site and the ultimate condemnation award or settlement; and

b. the District's costs and fees, including but not limited to attorneys' fees, incurred to complete the purchase of the School Site by eminent domain.

The costs shall be apportioned to the Specific Plan Owners on a pro-rata basis based on dwelling units equivalents (DUEs) of a Specific Plan Owner's property in the District's portion of the Specific Plan. In the case of commercially zoned properties, a DUE factor shall be established based upon the proportional relationship of the District's per square foot commercial development fee compared to its per square foot residential development fee all as set forth in **Exhibit "6" (Center Joint Unified School District DUE Allocation for Pro Rata Share of Potential Future Eminent Domain Costs)** attached hereto. By way of example only, if the District's per square foot residential development fee is roughly one-seventh (1/7th) of its per square foot residential development fees, the pro-rata share of the District's eminent domain fees and costs to be apportioned to commercially zoned property would be 1/7 of the pro-rata share per DUE of single-family residentially zoned property.

7. <u>Manner of Financing</u>. District expects to fund the construction, furnishing, and equipping of new school facilities with a combination of District general obligation funds, developer fees described in Section 2, and a State funding contribution. Provided, however, the Parties agree that the sole financial obligation of purely commercial development under this Agreement shall be to pay the school fees then authorized by statute to be levied against such uses. 8. <u>Notice to New Owners and Acknowledgment</u>. Before each and every portion of the Property is conveyed, the then current Landowner(s) of the portion of the Property to be conveyed, (which may be the original Landowner or the original Landowner's heir, successor-ininterest, or assign) shall disclose and require any builder thereon to disclose to the subsequent purchaser(s) or subsequent owner(s) prior to the close of escrow that the Property lies within the Center Joint Unified School District. The then current Landowner shall obtain the subsequent owner's written acknowledgement of this notice prior to the close of escrow. Within fifteen (15) days of each conveyance of all or a portion of the Property, the then current Landowner who has provided the notice and obtained the written acknowledgement shall provide a copy of the notice and the acknowledgment to the District. After an individual homeowner has acquired a lot with a home already constructed thereon, this provision shall no longer apply to that portion of the Property.

9. <u>Binding On Heirs, Successors, and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns. Retail tenants and homeowners in the Project are not heirs, successors, and assigns and are not subject to this Agreement.

10. <u>Covenant Running With the Land</u>. This Agreement is for the benefit of the District and the Property shown in **Exhibit "1"** and described in **Exhibit "2"** and is intended to preserve the value of said Property and enhance its development. This Agreement shall be recorded in the official records of Placer County at or about the same time but not before the Development Agreement(s) with the City are recorded and this Agreement shall constitute a covenant running with the land.

11. <u>Disputes</u>. If a dispute arises relating to the interpretation of, enforcement of, or compliance with the terms of this Agreement, the Landowner and the District shall first attempt to resolve such dispute through informal discussions or negotiations. Any Party may convene such discussions by written notice and shall reasonably accommodate the other Party with respect to scheduling. If the dispute is not resolved in this manner within thirty (30) days, it may be referred to mediation upon the request of either Party for a period not to exceed an additional thirty (30) days. This dispute resolution process shall be undertaken in good faith and exhausted prior to judicial review. However, compliance with this process does not waive any Party's obligation to comply with, or right to assert as a defense, any applicable statute of limitations. The Parties may agree in writing to toll any applicable statute of limitations for such period as may reasonably be necessary to complete the dispute resolution process.

12. Breach, Default, and Cure.

a. <u>Notice of Breach</u>. If a Party materially breaches or fails to comply with any of its obligations under this Agreement, such breaching party shall have thirty (30) days following receipt of written notice of breach from the non-defaulting Party ("Breach Notice") to cure such breach or noncompliance ("Cure Period"). If such breaching Party shall not have cured such breach or noncompliance within the Cure Period and after the expiration of fifteen (15) days from the later of the expiration of the Cure Period and the date it receives written notice of default ("Default Notice"), it shall be deemed in default ("Default") under this Agreement; provided, however, that if the nature of the breach or noncompliance reasonably requires more

than thirty (30) days to cure, the breaching Party shall not be in Default under this Agreement so long as the breaching Party commences such cure within the Cure Period and diligently prosecutes such cure, and provided further that each of the Breach Notice and the Default Notice shall set forth in reasonable detail the nature of the breach, noncompliance, or Default, as the case may be. Copies of all notices required hereunder shall be sent to all Parties to this Agreement.

b. <u>Default Remedies</u>. Upon a Default pursuant to Section 12(a), the non-defaulting Party shall have the following cumulative rights and remedies: (a) to specifically enforce the obligations under this Agreement, or (b) to exercise any and all other rights and remedies the non-defaulting Party may have under this Agreement and/or under the law by reason of the Default.

13. Assignment of Liability.

a. <u>In General</u>. Landowner acknowledges that all terms and conditions of this Agreement shall be binding on all successors-in-interest, including but not limited to purchasers of all or a portion of each Landowner's Property. Provided, however, bona fide, good faith purchasers of completed homes shall not be subject to the provisions of this Agreement.

b. Notice of Assignment, Assignment, and Assumption Agreement. Upon any sale or transfer of any parcel of land in bulk or individual lot which occurs prior to issuance of final building inspection or certificate of occupancy, Landowner shall give written notice of the sale or transfer, including the name, address, and telephone number of purchaser or transferee to the District. Landowner and any successor-in-interest to the Landowner subject to this Agreement shall execute an Assignment and Assumption Agreement in a form which reflects and acknowledges the terms of this Agreement. A sample form Assignment and Assumption Agreement is attached as **Exhibit "7."**

14. <u>Termination of Agreement</u>. This Agreement shall automatically be terminated, without any further action by either Party or need to record any additional document, with respect to any residential lot within the Project, when all of the following conditions are met: full payment of developer fees as stated in Section 2 with respect to such residential lot, the completion of a fully improved lot, the conveyance of such improved residential lot by Landowner, or any successorin-interest of Landowner, to a bona-fide good faith purchaser thereof and the occupancy of the residences on said residential lot.

15. <u>Notices</u>. All notices or other communications that may be given under this Agreement shall be in writing and shall be served personally or by certified or first-class mail, postage prepaid, return receipt requested, or sent by overnight delivery, postage prepaid, addressed as follows, or to such other address as either Party may provide the other Party in writing:

Notices to the District shall be addressed to the following address:

Center Joint Unified School District 8408 Watt Avenue Antelope, California 95843-9116 Attn: Assistant Superintendent, Facilities and Operations Notices to Landowner shall be addressed to the following address:

The Cyril G. Barbaccia Irrevocable Trust Dated December 15, 1976 950 South Bascom, Suite 1113 San Jose, CA 95128 Attn: Jack Previte, Trustee

and shall also be copied to:

Marcus J. Lo Duca Lo Duca & Avdis LLP 3200 Douglas Boulevard, Suite 300 Roseville, California 95661

16. Entire Agreement, Waivers, and Amendments. This Agreement and any written agreement entered into by the Parties with respect to the Property, incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by District and Landowner which has not then completed development of its Property.

17. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one in the same Agreement.

18. <u>California Law</u>. This Agreement shall be governed and construed in accordance with the laws of the State of California.

19. Additional Representations of Authority.

a. Landowner represents and warrants that the individual(s) executing this Agreement on its behalf have the legal power, right, and actual authority to bind Landowner to the terms and conditions of this Agreement.

b. District represents and warrants that the individual executing this Agreement on behalf of District has the legal power, right, and actual authority to bind the District to the terms and conditions of this Agreement.

20. <u>Severability</u>. Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

21. <u>Time</u>. Time is of the essence of this Agreement and of each and every term.

22. <u>Attorney's Fees</u>. In the event of any action or proceeding brought by either Party against the other Party under this Agreement, the prevailing Party shall be entitled to recover its

reasonable attorney's fees and costs in such action or proceeding in such amount as the court may adjudge.

23. <u>Assignment</u>. Landowner shall not assign this Agreement or any right or privilege under this Agreement without the prior written consent of District, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon prior written notice to the District, Landowner may assign this Agreement to Landowner's subsequent purchaser(s) of Landowner's Property, or any portion thereof, including builders, or to any affiliate of Landowner owned or controlled by Landowner, without first obtaining District consent.

24. <u>Third Party Beneficiaries</u>. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

25. <u>Exhibits</u>. The Exhibits attached to this Agreement are incorporated herein by this reference and made a part hereof. Said Exhibits are identified as follows:

Exhibit "1"	Map of Specific Plan Owners' Property		
Exhibit "2"	Legal Description of Landowner's Property		
Exhibit "3"	List of Specific Plan Owners' Property, Assessor's Parcel Numbers, and Contact Information		
Exhibit "4"	Maps of Proposed School Sites		
Exhibit "5"	List of All Current Owners of Initially Reserved School Sites, Assessor's Parcel Numbers, and Contact Information		
Exhibit "6"	Center Joint Unified School District DUE Allocation for Pro Rata Share of Potential Future Eminent Domain Costs		

Exhibit "7" Sample Form of Assignment and Assumption

26. <u>Effect of Recitals</u>. The Recitals above are deemed true and correct, are hereby incorporated into this Paragraph as though fully set forth herein, and Landowner and District acknowledge and agree that they are each bound by the same.

27. Force Majeure. Each Party's obligations hereunder shall be delayed (i) by the acts, omissions, delays, or neglect of the other Party, any employees or agents of the other Party, any contractor employed by the other Party, and any subcontractor, employees, or agents of such contractor employed by the other Party, (ii) by acts of God, (iii) by climatic conditions (including without limitation any time periods for which the Party's work or any part thereof is stopped or delayed due to rain or other weather problems), (iv) by unavoidable casualties, (v) by labor disputes beyond the Party's control, (vi) by shortages or unavailability of materials beyond the Party's control, (vii) by any act, omission, neglect, or delay in acting by any governmental agency, or (viii) by any other causes beyond the Party's control (collectively, "Force Majeure Event") for a time period equal to such delay.

28. <u>Nondiscrimination</u>. There shall be no discrimination by Landowner or District against any person on account of race, color, religion, sex, marital status, national origin, or ancestry in the performance of their respective obligations under this Agreement.

29. <u>Rights and Remedies Are Cumulative</u>. Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same Default or any other Default by another Party.

30. <u>Provisions Required by Law Deemed Inserted.</u> Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party, the Agreement shall forthwith be physically amended to make such insertion or correction.

31. <u>Cooperation</u>. District and Landowner acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to accomplish the objectives and requirements that are set out in this Agreement. Both District and Landowner hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete this transaction in accordance with the intent of the Parties as evidenced in this Agreement and attached Exhibits hereto.

32. <u>Interpretation Guides</u>. In interpreting this Agreement, it shall be deemed that the Agreement was prepared by the Parties jointly and no ambiguity shall be resolved against either Party on the premise that it or its attorneys were responsible for drafting this Agreement or any provision thereof. Headings used in this Agreement are for convenience and ease of reference only and are not intended nor may be constructed as a guide to interpret any provision of this Agreement.

33. <u>Due Authority of Signatories to Execute Agreement</u>. Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the Party which he or she represents to enter into this Agreement on behalf of the Party.

34. <u>No Joint Venture</u>. The relationship of the Parties to this Agreement is determined solely by the provisions of this Agreement. This Agreement does not create and shall not be construed to create any agency, partnership, joint venture, trust, or other relationship with duties or incidents different from those of parties to an arm's length contract.

35. <u>Eminent Domain</u>. Nothing in this Agreement shall prevent the District from exercising its rights of eminent domain pursuant to law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

Date: _____

CENTER JOINT UNIFIED SCHOOL DISTRICT

BY:

Scott Loehr Superintendent

Date: /- /0 - //

APPROVED AS TO FORM:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

BY: Elizabeth Ballowsee

Counsel for Center Joint Unified School District

LANDOWNER

Date: 12

Date: 1-5-11

THE CYRIL G. BARBACCIA IRREVOCABLE TRUST DATED DECEMBER 15, 1976

Jack Previte

Trustee

APPROVED AS TO FORM:

LO DUCA & AVDISLLP Una BY: 🖉

Marcus J. Lo Duca, Esq. Counsel for Landowner

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
County of Jan Clare)
On December 30, 2010 before me, Elaine J.	Godman, Motary Fulstic, Here Insert Name and Tipe of the Officer
personally appeared <u>clack</u> Previte	Name(s) of Signer(s)

be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

who proved to me on the basis of satisfactory evidence to

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Notary Public

WITNESS my hand and official seal.

Place Notary Seal Above

ELAINE J. GOODMAN

Commission # 1908326 Notary Public - California

Santa Clara County Ay Comm. Expires Nov 12, 2014

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Jandowner's Development Agreement
Title or Type of Document: <u>Janctowner's Development Agreement</u> with Center Scint Unificial Sencor District Document Date: <u>for reference</u> : <u>January 19, 2011</u> Number of Pages: <u>Jury</u> (30)
Signer(s) Other Than Named Above: Sect Lozhr; Elizabeth B. Heursy, Esq.; Marcus J. Lo Duce, Esq
, J

Capacity(ies) Claimed by Signer(s)

Signer's Name:
Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other:
igner Is Representing:
-

© 2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #5907 Reorder: Call Toil-Free 1-800-876-6827

STATE OF CALIFORNIA COUNTY OF _____)) ss.

On _____, before me, _____, Notary Public, ally appeared _____, who proved to me on the basis of personally appeared satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

STATE OF CALIFORNIA COUNTY OF _____)

On _____, before me, _____, Notary Public, ally appeared _____, who proved to me on the basis of personally appeared satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)



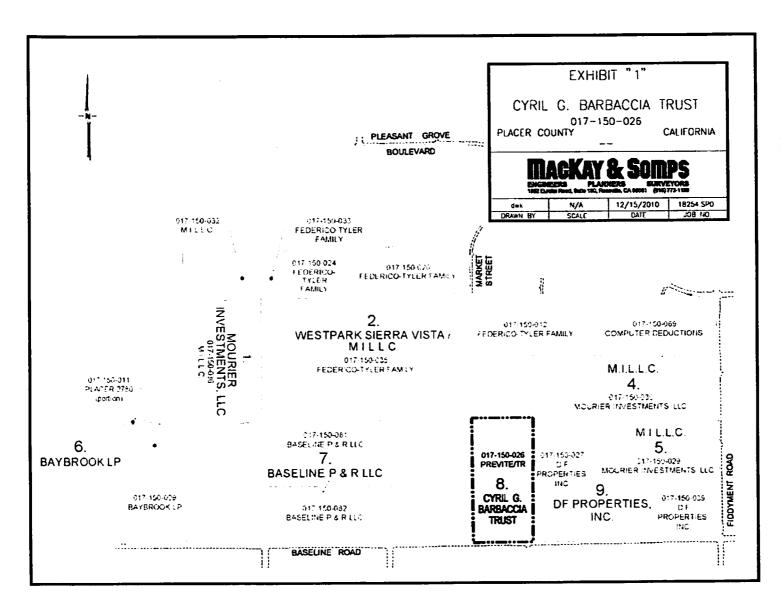


EXHIBIT "1"

MAP OF SPECIFIC PLAN OWNERS' PROPERTY

17

EXHIBIT "2"

LEGAL DESCRIPTIONS OF LANDOWNER'S PROPERTY

All that real property situated in a portion of Section 36, Township 11 North, Range 5 East, Mount Diablo Meridian, County of Placer, State of California, being more particularly described as follows:

Property No.8 APN 017-150-026

A portion of said Section 36 included within the land shown and designated as Parcel 'A' on Parcel Map No. P 73362 filed for record in the office of the Recorder of Placer County, California on January 8, 1980 in Book 15 of Parcel Maps, at Page 143, Placer County Records.

Containing 80.6 acres, more or less.

EXHIBIT "3"

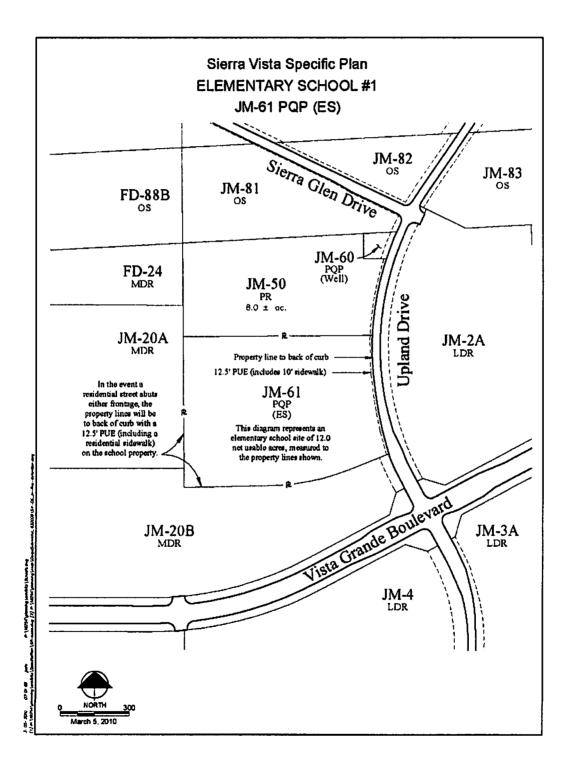
LIST OF SPECIFIC PLAN OWNERS' PROPERTY, ASSESSOR'S PARCEL NUMBERS, AND CONTACT INFORMATION

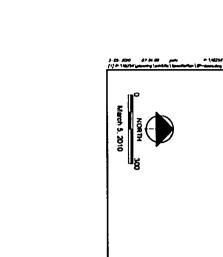
Reference Number	APN Number	Landowner
1	017-150-036 and 017-150-032	Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III
2	017-150-035 017-150-033 017-150-024 017-150-020 017-150-012	 Westpark Sierra Vista, LLC 1700 Eureka Road, Suite 140 Roseville, CA 95661 Attention: John Murray Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III Federico-Tyler Family Limited Partnership 4955 E. Anderson, Suite 115 Fresno, CA 93727 Attention: Leonard A. Federico
3	Number intentional	ly removed
4	017-150-030	Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III
5	017-150-029	Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III
6	017-150-009	Baybrook Limited Partnership c/o Regas, Frezados & Harp 111 West Washington Street, Suite 1525 Chicago, IL 60602 Attention: Mr. James A. Regas

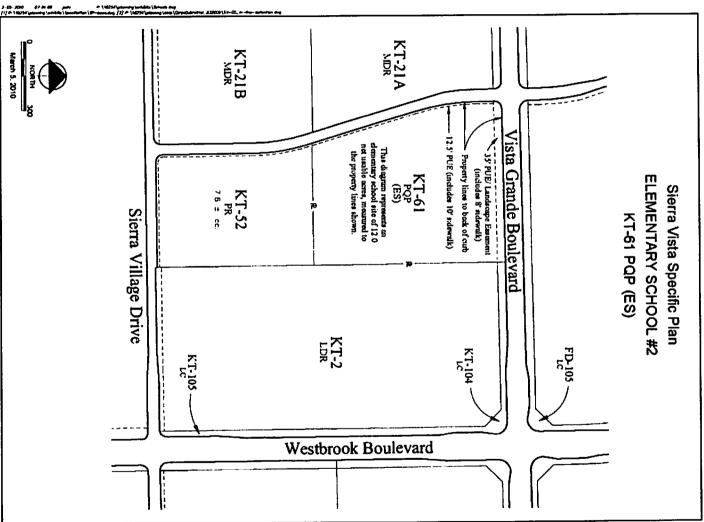
Reference Number	APN Number	Landowner
7	017-150-081 and 017-150-082	Baseline P&R, LLC 7700 College Town Drive, Suite 101 Sacramento, CA 95826 Attention: Mark Enes
8	017-150-026	The Cyril G. Barbaccia Irrevocable Trust Dated December 15, 1976 950 South Bascom, Suite 1113 San Jose, CA 95128 Attention: Jack Previte, Trustee
9	017-150-027 and 017-150-039	DF Properties, Inc. 2013 Opportunity Drive, Suite 140 Roseville, CA 95678 Attention: Jeff Ronten, EVP/CFO

EXHIBIT "4"

MAPS OF PROPOSED SCHOOL SITES







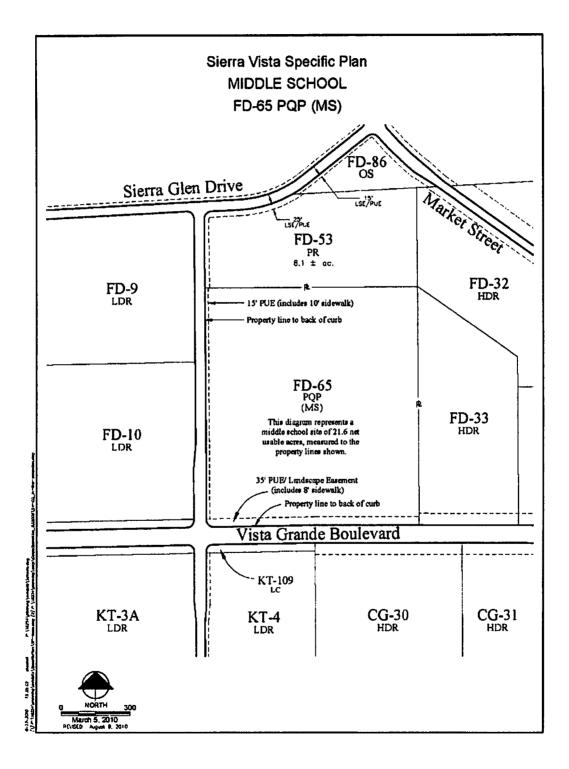


EXHIBIT "5"

LIST OF ALL CURRENT OWNERS OF INITIALLY RESERVED SCHOOL SITES, ASSESSOR'S PARCEL NUMBERS, AND CONTACT INFORMATION

Specific Plan Reference Parcel Number	APN Number	Landowner
FD 65 Middle School (21.60 net useable acres)	017-150-035	Westpark Sierra Vista, LLC 1700 Eureka Road, Suite 140 Roseville, CA 95661 Attention: John Murrary Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III Federico-Tyler Family Limited Partnership 4955 E. Anderson, Suite 115 Fresno, CA 93727 Attention: Leonard A. Federico
JM - 61 Elementary School (12.0 net usable acres)	017-150-030	Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III
KT-61 Elementary School (12.0 net usable acres)	017-150-081	Baseline P&R, LLC 7700 College Town Drive, Suite 101 Sacramento, CA 95826 Attention: Mark Enes

EXHIBIT "6

CENTER JOINT UNIFIED SCHOOL DISTRICT DUE ALLOCATION FOR PRO RATA SHARE OF POTENTIAL FUTURE EMINENT DOMAIN COSTS

PARCEL	CENERAL PEANLAND USE	ZONING	A CHE S	ALLOCA IEĐ	f DUS	% of SVSP
	(Grenalist Plan Cand User)			UNL CS		EDUS
CG-1	LDR (Residential)	RS/DS	23.0	115	115	2.20%
CG-20	MDR (Residential)	RS/DS	4.9	4	- 44	0.84%
CG-30	HDR (Residential	R3	14.0	420	257	5.51%
CG31	HDR Residentia	R3	14.6	420	257	5.51%
Sub-totats (C			56.5	999	r34	1407%
CO-1	LDR Residential	RS/DS	07	3	3	0.05%
CO-2A	LOR (Residentia)	RS/DS	142		71	1.38%
CO-28	LDR (Residential)	RS/DS	14.6	73	73	1.40%
CO3	LDR Residentie	RS/DS	15.7	78	78	1.50%
CO-20	MDR (Residenties)	RS/DS	84	84	84	1.61%
CO21	MUR (Residentia)	RS/DS	56	50	50	0.98%
022	MDR (Residentiel)	RS/DS	4.8	43	43	0.82%
CO-40	CC (Commercial)	CC	01		0	0.00%
sub-toteis (85.1	402	412	7,71%
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
DF-1		RS/DS	20.3	101	101	1.94%
DF-2	LDR (Residentiet)	RS/DS	32	16	18	0.31%
DF-20	MOR (Residentiel)	RS/DS	14.5	113	113	2.17%
05-40	CC (Commercial)	GC	12.8		8	0.15%
DF-41	CC (Commercial)	GC	29.3		19	0.38%
DF-42	CC (Commercial)	GC	40.2		28	0.49%
	DF Proporties)		120.1	230	282	5.42%
FD-2	LDR Realdentiat	RS/DS	18.3	81	81	1.55%
FD-4	LDA Residentia	R\$/D\$	1.8	9	9	0.17%
F0-5	LDA Residential	RS/DS	17.4	87	87	1.67%
FD-8	LDR Residential	RS/DS	13.8	69	69	1.32%
FD-7	LDR (Recidentia)	RS/DS	8.5	2	12	0.81%
FD-8A	LDA (Residentia)	RS/DS	15.6	78	78	1.90%
FD-88	LDR (leskientie)	RS/DS	17.3	66	86	1.85%
FD-8	LDH (Residentia)	RS/DS	183	91	91	1.74%
FD-10	LDR Residentia	RS/DS	18.7	83	93	1.78%
FD-21	MDR (Residential)	RS/DS	22.7	204	204	3.91%
FD-23	NDR (Residential)	RS/DS	15.9	143	143	2.74%
- FD-24	MDR (Residential)	RS/DS	10.7		98	1.84%
FD-32	HDR (Residential		8.9	178	122	2.33%
FD-33	HDR Residentia	R3	8.6	172	178	2.28%
FD-40	CC (Commercia)	CC	75		5	0.09%
FD-41	Commercial Mixed Use	CMU/SA	5.7	K	31	0.50%
	Federico)	GING/SA	207.7	1,469	1,354	25,96%

PARCEL	CENERAL PLAN LAND USE	ZONING	ACHES	ALLOCA IED	EDUS	% of SVSF
	(Spiriabit Plan Fand Use)			ONIS		EDUS
JM2A-2	LDR (Residentie)	RS/DS	11.8	59	59	1.13%
JM28-2	LDR (Residentie)	RS/DS	63	31	31	0.59%
JM3A	LDR (Residentie)	RS/DS	13.8	69	89	1.32%
JM38	LDR (Residentiet)	RS/DS	18.4	82	82	1.57%
JM4	LDR (Recidentital)	RS/DS	28.3	131	13	251%
JM20A	MDR (Residential)	RS/DS	21.1	190	190	3.84%
JM-208	MDR (Residential)	RS/DS	18.8	169	169	3.24%
JM21	MOR (Residential)	RS/DS	18.7	166	168	3.22%
JM-40	Commercial Moved Use	CMU/SA	57	40	31	0.59%
JM41	Commercial/Business Professional	CC/SA	15.1		10	0.19%
sub-totals (P	Vourier investments LLC)		154.0	939	940	18,01%
KT-1A	LDR (Residentia)	RS/DS	12.4	62	62	1.19%
KT-18	LDR Residenties	RS/DS	20.4	102	102	1.95%
KT-2	LDR Residentia	RS/DS	23.7	118	118	226%
KT-3A	LDR (Residentia)	RS/DS	19.2	96	98	1.84%
KT-38	LDR (Residentia)	RS/DS	19.4	97	97	1.88%
KT-4	LDR Realdentia	RS/DS	14.3	71	71	1.38%
KT-5	LDR (Residentia)	RS/DS	23.5	138	138	2.61%
KT-20	MDR (Residential)	RS/DS	22.5	202	202	3.87%
RT-21A	MOR (Residential)	RS/DS	18.6	167	167	3.20%
KT-218	MOR (Residential)	RS/DS	18.6	167	167	3.20%
KT-30	HDR (Recidentia	R3	7.5	150	103	1.97%
KT-40A	CC (Commercial Moad Use)	CMU/SA	52	38	30	0.58%
KT-408	CC (Commercial Mbod Use)	CMU/SA	18.3	138	105	201%
KT-41	CC (Commercial)	GC	55.2		35	0.68%
KT-42	CC (Commercial)	GC	88		8	0.11%
KT-43	Commercial/Business Professional	CC/SA	122		8	0.15%
sub-tolais ()	K1 Development)		299.8	1,543	1,504	28.83%
					r 010	10.241
TOTAL			903.2	5,582	5,216	100%

NOTE

One LDR Unit = 1 EDU

EXHIBIT "7"

SAMPLE ASSIGNMENT AND ASSUMPTION AGREEMENT

WHEN RECORDED, RETURN TO:

ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO THE AGREEMENT BETWEEN THE CENTER JOINT UNIFIED SCHOOL DISTRICT AND _____ Entitled "LANDOWNER'S DEVELOPMENT AGREEMENT (______; Sierra Vista)"

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this ____ day of _____, 20__, by and between ______, a_____ (hereinafter" Assignor"), and ______, a_____

(hereinafter "Assignee").

RECITALS

A. On ______, 2010, the Center Joint Unified School District ("District") and _______ entered into that certain agreement entitled "Landowner's Development Agreement (______; Sierra Vista)" (hereinafter, the "Landowner/Center Agreement"). Pursuant thereto, Landowner agreed to mitigate the impacts of development of Landowner's property (hereinafter, the "Subject Property") which is located within the Sierra Vista Specific Plan. The Landowner/Center Agreement was made binding upon the Landowner and subsequent owners of the Subject Property. The Landowner/Center Agreement was recorded against the Subject Property in the Official Records of Placer County on ______].

B. Assignor is the current owner of all or a portion of the Subject Property.

C. Assignor intends to convey to Assignee all or a portion of the Subject Property commonly referred to as Parcel(s) ____, and more particularly identified and described in

Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel(s)").

D. Assignor desires to assign and Assignee desires to assume all of Assignor's right, title, interest, burdens and obligations under the Landowner/Center Agreement with respect to and as related to the Assigned Parcel(s).

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, effective as of Assignor's conveyance of the Assigned Parcel(s) to Assignee, all of the rights, title, interest, burdens and obligations of Assignor under the Landowner/Center Agreement with respect to the Assigned Parcel(s). Assignor retains all the rights, title, interest, burdens and obligations under the Landowner/Center Agreement with respect to all other property within the Subject Property owned by Assignor.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Landowner under the Landowner/Center Agreement with respect to the Assigned Parcel(s), and agrees to observe and fully perform all of the duties and obligations of Assignor as Landowner under the Landowner/Center Agreement with respect to the Assigned Parcel(s), and to be subject to all the terms and conditions thereof with respect to the Assigned Parcel(s). The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel(s) to Assignee, Assignee shall become substituted for Assignor as the "Landowner" under the Landowner/Center Agreement with respect to the Assigned Parcel(s), and Assignor shall be released of all obligations under the Landowner/Center Agreement for the Assigned Parcel(s) so conveyed.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. The Notice Address described in Section 15 of the Landowner/Center Agreement for the Landowner with respect to the Assigned Parcel(s) shall be:

Attn:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts. The second states and second se

ASSIGNOR:

By: ______ Print Name: ______ Title: _____

ASSIGNEE:

By: _____ Print Name: _____ Title: _____

.

- ----

STATE OF CALIFORNIA)) ss. COUNTY OF ______) On ______, before me, ______, Notary Public, personally appeared ______, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(seal)

STATE OF CALIFORNIA)) ss. COUNTY OF _____)

On ______, before me, ______, Notary Public, personally appeared ______, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Recording Requested by:

Elizabeth B. Hearey, Esq. Atkinson, Andelson, Loya, Ruud & Romo For the benefit of Center Joint Unified School District No fee under Government Code section 6103

When Recorded Mail to:

Elizabeth B. Hearey, Esq. Atkinson, Andelson, Loya, Ruud & Romo 5075 Hopyard Road, Suite 210 Pleasanton, CA 94588

(SPACE ABOVE THIS LINE RESERVED FOR RECORDERS USE)

LANDOWNER'S DEVELOPMENT AGREEMENT

(DF Properties, Inc.; Sierra Vista - Property No. 9)

This Landowner's Development Agreement ("Agreement"), dated for reference purposes as of January 19, 2011, is entered into by and between the Center Joint Unified School District ("District"), a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California, and DF Properties, Inc. ("Landowner") which is the owner of certain property and/or options to acquire property planned for urban uses within the Sierra Vista Specific Plan (hereinafter referred to as the "Specific Plan"). District and Landowner are sometimes referred to individually as a "Party" and collectively as the "Parties."

Recitals

A. WHEREAS, Landowner's property (Assessor's Parcel Nos. 017-150-027 and 017-150-039) which is subject to this Agreement and which lies within the Sierra Vista Specific Plan, is depicted on Exhibit "1" (Map of Specific Plan Owners' Property) and is more particularly described in Exhibit "2" (Legal Description Landowner's Property) attached hereto ("Property"); and

B. WHEREAS, all owners of property within the Sierra Vista Specific Plan, with the exception of those property owners described below in Recital "E," are referred to herein as "Specific Plan Owners"; and

C. WHEREAS, the Specific Plan Owners, the property they own within the Specific Plan ("Specific Plan Owners' Property"), and their contact information is described in **Exhibit "3"** (List of Specific Plan Owners' Property, Assessor's Parcel Numbers, and Contact Information); and

D. WHEREAS, all Specific Plan Owners are entering into separate similar development agreements with the District with respect to their property and obligations; and

E. WHEREAS, one portion of the Specific Plan which lies within the District is designated "Urban Reserve" and is currently owned by Westpark S.V. 400, LLC and the Chan family, entities and persons who are not entering into a Development Agreement with the District at this time; and one other portion of the Specific Plan, known as Assessor's Parcel Number 017-150-069, is owned by Computer Deductions, an entity which is also unwilling to enter into a Development Agreement with the District at this time; the owners of the properties described above in this Recital are excluded from the definition of "Specific Plan Owners" for purposes of this Agreement; and

F. WHEREAS, the Property within the Specific Plan is located within an area proposed for annexation to the City of Roseville ("City"); and

G. WHEREAS, the Specific Plan dated May 5, 2010, and approved by the City on that date foresees the development of six thousand six hundred fifty (6,650) student-producing dwelling units and approximately two hundred fifteen (215) acres of commercial development, of which approximately five thousand eight hundred seventy-one (5,871) student-producing dwelling units and two hundred fifteen (215) acres of commercial development lie within the District portion of the Specific Plan ("Specific Plan Owners' Development" or "Project"); and

H. WHEREAS, there are three school districts which serve the Sierra Vista Specific Plan area including: Roseville City School District, Roseville Joint Union High School District, and the Center Joint Unified School District; and

I. WHEREAS, the District anticipates that approximately one thousand five hundred forty-five (1,545) elementary school students, approximately seven hundred sixty-three (763) middle school students, and one thousand one hundred thirty-three (1,133) high school students will be generated for the District from the Project; and

J. WHEREAS, the Specific Plan Owners' development of the Project will increase the size of the student population within the District and require the building of one (1) middle school and two (2) elementary schools; and

K. WHEREAS, the first construction of the Project is expected to commence in 2012 with the first units occupied in 2013; and

L. WHEREAS, the Parties wish to ensure the orderly and expeditious design and construction of school facilities to house students generated by the Project; and

M. WHEREAS, Landowner has entered into a separate development agreement with the City ("City Development Agreement") and has obtained urban zoning for its Property consistent with the Specific Plan; and,

N. WHEREAS, Landowner represents that all entities and persons with an option to purchase Landowner's Property, or a portion thereof, are Parties to this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. <u>Term</u>. This Agreement shall not be effective until all of the following have occurred: execution of this Agreement by the Parties, execution of similar development agreements between the District and all of the Specific Plan Owners, City approval of the Sierra Vista Specific Plan, execution of development agreements between all of the Specific Plan Owners and the City ("City Development Agreements"), and recordation of the City Development Agreements ("Effective Date"). Thereafter, this Agreement shall remain in full force and effect until the Landowner makes all of the payments contemplated herein and discharges its duties under the Agreement.

2. <u>Developer Fees</u>. The District intends to assess developer fees against the Property within the Sierra Vista Specific Plan and within the District's boundaries, pursuant to California Government Code section 65995, *et seq.* The current fees in effect at the time of execution of the Agreement will not determine the level of fees which will be payable by Landowner. The fees payable will be those in effect at the time the fees are payable. The fees payable may be equal to, greater than, or less than the fees currently assessed. This Agreement shall in no way condition, limit, modify, or terminate these statutory rights of the District to impose fees.

3. <u>Covenant to Sell School Sites</u>.

a. <u>Currently Identified School Sites</u>.

(1) The Development of all Specific Plan Owners' Property is anticipated to generate the need for two (2) elementary schools and one (1) middle school The Specific Plan Owners have agreed to reserve two (2) sites for elementary schools and one (1) site for a middle school ("School Sites") and to sell the School Sites to the District in accordance with the terms of this Agreement and the other Specific Plan Owners' separate development agreements with the District.

(2) The Maps of Proposed School Sites attached as Exhibit "4" depict the currently proposed locations for the identified middle school (FD-65) and two identified elementary schools (KT-61 and JM-61) within the Specific Plan.

(3) The locations of the School Sites may change in the event that the School Sites identified and depicted on Exhibit "4" are not acceptable to the District or the Landowner chooses not to remediate a School Site(s). Therefore, Landowner currently is or may become a School Site owner.

b. <u>Time of Sale</u>.

(1) Each School Site will be sold and delivered in construction-ready condition (see 3.d. below for definition of "construction-ready") as and when requested by the District and subject to the District's receiving approval of the School Site(s) from the California Department of Education and obtaining funding for the purchase(s).

(2) <u>Time for Request to Purchase</u>. The District may make a request to purchase the School Sites according to the following schedule:

(i) <u>School Site E-1 (Specific Plan Parcel JM-61)</u>: The District may request to purchase School Site E-1 any time after the City issues the 150th residential building permit within the District's portion of the Specific Plan area, but no later than the later of one hundred eighty (180) days after the City issues the 2,000th building permit within the District's portion of the Specific Plan area or completion of all necessary work for School Site approval by the California Department of Education, which approval the District shall seek using reasonable, good faith efforts.

(ii) <u>School Site E-2 (Specific Plan Parcel FD-65)</u>: The District may request to purchase School Site E-2 any time after the City issues the 2,750th residential building permit within the District's portion of the Specific Plan area, but no later than the later of one hundred eighty (180) days after the City issues the 4,000th residential building permit within the District's portion of the Specific Plan or completion of all necessary work for School Site approval by the California Department of Education, which approval the District shall seek using reasonable, good faith efforts. In addition, for School Site E-2, the District may also request that the Specific Plan Owner that owns the School Site sell the School Site before the City issues the 2,750th residential building permit within the District's portion of the Specific Plan area if development is occurring immediately around School Site E-2 and public improvements necessary to serve the School Site have been constructed.

(iii) <u>School Site E-3 (Specific Plan Parcel KT-61)</u>: Any time after the City issues the 2,000th residential building permit within the District's portion of the Specific Plan area, but no later than one hundred eighty (180) days after the City issues the 3,250th residential building permit within the District's portion of the Specific Plan or completion of all necessary work for the School Site approval by the California Department of Education, which approval the District shall seek using reasonable, good faith efforts.

(3) <u>School Site E-1, Options Available to Developers of First 150 Residential</u> <u>Units for the Schedule of Improvements and Access to School Site</u>. Those Specific Plan Owners (or successors in interest) who have developed in the Plan Area by obtaining a building permit prior to or at the time that any Specific Plan Owner (or successor in interest) triggers the permit threshold set forth above for a particular School Site are referred to herein as "Developing Specific Plan Owners." Developing Specific Plan Owners may collectively elect one of the following options for providing initial school facilities within thirty (30) days of District's request to purchase School Site E-1. Developing Specific Plan Owners shall not be required to construct the site improvements to School Site E-1 except as set forth below:

<u>Option 1.</u> Develop School Site E-1. Obtain from landowner of School Site E-1 the rights to develop and thereafter execute or cause the execution of the sale of School Site E-1 to the District, subject to the following modified requirements for allowing the District access and the timeline for the construction of improvements:

(a) Nine (9) months after the District's request to purchase School Site E-1, provide the District with access to School Site E-1 via a gravel road. The corners of School Site E-1 shall be marked, but shall not be required to be monumented until the legal parcel for the School Site E-1 is created;

(b) Twenty-one (21) months after the District's request to purchase School Site E-1, provide adequate water service to School Site E-1 to support school construction (which service may be temporary);

(c) Twenty-four (24) months after the District's request to purchase School Site E-1, provide temporary electrical service to School Site E-1; and,

(d) Thirty-six (36) months after the District's request to purchase School Site E-1, complete all connections to all utilities and required frontage improvements for School Site E-1.

Notwithstanding the foregoing, after the occupancy of one hundred fifty (150) K-6 students within the Specific Plan (which is estimated to be occupancy of 424 LDR/MDR units using District student generation rates), School Site E-1 shall be provided in construction-ready status as described in Section 3.d. below within ninety (90) days or the builders and Specific Plan Owners shall stop obtaining additional occupancy permits within the Specific Plan. Student occupancy, not the number of LDR/MDR units, shall control.

Except as expressly modified by this paragraph, all provisions and timelines for the improvement and sale of School Site-E-1 shall apply.

<u>Option 2</u>. <u>Transportation</u>. Provide the District with transportation costs for students that occupy any residential unit within the initial development of the Specific Plan and as follows:

Number of Students	Fee for Service for First Three (3) Years of Transportation (to be paid in advance on exercise of the option.)	Fee for Service for Second Three (3) Years of Transportation (to be paid before the beginning of the second three (3) years.)
1-56	\$710,000.00	\$710,000.00
57-103	\$710,000.00	\$710,000.00
104-150	\$710,000.00	\$710,000.00

Fees shall be paid for student transportation until School Site E-1 improvements are completed and the site is delivered to the District at close of escrow.

Transportation fees shall be charged up to a maximum of six (6) years.

Notwithstanding the foregoing, after the occupancy of one hundred fifty (150) K-6 students within the Specific Plan (which is estimated to be occupancy of 424 LDR/MDR units using District student generation rates), School Site E-1 shall be provided in construction-ready status as described in Section 3.d. below within ninety (90) days or the builders and Specific Plan Owners shall stop obtaining additional occupancy permits within the Specific Plan. Student occupancy, not the number of LDR/MDR units, shall control.

<u>Option 3.</u> <u>Temporary School Site</u>. Provide, at no expense to the District, a temporary School Site with the following provided:

(a) A secure fenced rectangular site of a minimum of 5.5 acres with a width to length ratio of no greater than 0.75.

(b) Developed frontage to include curb, gutter, and sidewalk and a bus pullout to City of Roseville Planning Department specifications.

(c) On-site parking of a minimum of forty (40) spaces.

(d) All utilities that are described and enumerated in this Agreement for School Site E-1.

(e) A level asphalt area of 20,000 square feet to be used for relocatable building placement and hardcourt playfields.

(f) Four (4) acres of level turf playfields.

(g) Four (4) relocatable Division of the State Architect (DSA) approved classrooms, one of which is equipped with two restrooms suitable for kindergarten children.

(h) Four (4) portable DSA approved restroom facilities (in one (1) or two (2) structures), two (2) for students and two (2) for staff.

(i) A DSA approved portable multipurpose room with a minimum of 1,920 square feet of open area.

(j) A DSA approved 960 square-foot office facility to accommodate the site administrator, nurse, attendance clerk, and custodian.

(k) DSA approved play apparatus for K-5 students.

(1) Notwithstanding the foregoing, within ninety (90) days of occupancy of one hundred fifty (150) students within the Specific Plan (which is estimated to be occupancy of 424 LDR/MDR units using District student generation rates), provide the site identified as School Site E-1 in construction-ready status as described in Section (3) above or the builders and/or owners shall stop obtaining

additional occupancy permits within the Specific Plan. Student occupancy, not the number of LDR/MDR units, shall control.

If no option is selected within thirty (30) days of the District's request to buy School Site E-1, the Developing Specific Plan Owners shall be deemed to have selected Option 2 (Transportation).

School Site E-2 and E-3, Schedule of Improvements, and Access to (4) School_Sites. The Landowners of School Sites E-2 and E-3 shall give the Developing Specific Plan Owners the right to develop School Sites E-2 and E-3 and the Landowners of School Sites E-2 and E-3 shall thereafter execute or cause the execution of the sale of School Sites E-2 and E-3 to the District. With respect to School Sites E-2 and E-3, the Developing Specific Plan Owners shall use commercially reasonable diligent efforts to complete the design of the improvement plans for the construction-ready improvements and obtain approval thereof from the City within six (6) months of the District's request. Developing Specific Plan Owners shall complete the construction-ready improvements for School Sites E-2 and E-3 within one (1) year of City and District approval of the improvement plans. The District shall be granted the opportunity to enter each School Site in order to begin the District's environmental testing and investigations within nine (9) months of the date on which the District requests to purchase the School Site. If the Developing Specific Plan Owners fail to provide School Site E-2 or E-3 in a timely manner as set forth herein, the builders and the Specific Plan Owners shall stop obtaining additional occupancy permits within the Specific Plan.

c. <u>Separate Purchase Agreement</u>. To the extent a School Site falls within the Property of Landowner, the Landowner agrees to sell the School Site to the District and the District agrees to purchase the School Site from the Landowner after the District's request to purchase and the California Department of Education approves the School Site. The terms and conditions of each purchase shall be controlled by the provisions set forth in this Agreement and by a separately executed purchase agreement for the School Site.

Construction-Ready Parcel. Each School Site owned by Landowner, if any, shall d. be delivered to the District in a construction-ready condition. Construction-ready is defined as the School Site having a maximum slope of 2% except for street transitions and with utilities and other improvements as set forth below. If the School Site has slopes greater than 2%, then the School Site shall be rough graded, such that commercially reasonable efforts shall be made by such Specific Plan Owners through contour grading so as to achieve no more than a 2% maximum slope between any two points (or as otherwise mutually agreed by the Parties hereto). Utilities shall be stubbed to the School Site in the location(s) selected by the District, and approved by the California Department of Education, including water, sewer, cable hookups, and fiber optics if available. The Developing Specific Plan Owners' engineer and the District's engineer shall work together to evaluate the construction ready site (as defined above) such that earthwork balance can be achieved using commercially reasonable efforts. In addition, curbs, gutters, and roads on two sides adjacent to the School Site, in accordance with District and City plans for the School Site, shall be substantially completed and available for public use as part of such construction-ready condition unless otherwise agreed by the District. The School Site shall be prepared in accordance with the standards for school site construction, as approved by the

Division of State Architect and the California Department of Education, or other applicable authority and shall include the following:

(1) <u>Utilities</u>. Utility services to the property line shall include water, sewer, gas, electricity, cable television, and telephone and fiber optics which shall be stubbed to the School Site. (Notwithstanding the foregoing, fiber optics shall be provided only if available.)

(2) <u>Off-Site Development</u>. Improvements outside of the property lines of each School Site shall include: pavement of streets, curbs, and gutters adjacent to the School Site and the extension of paved streets and permanent or temporary sidewalks as needed to provide access to the School Site from a major roadway.

(3) <u>On-Site Development</u>. Improvements inside of School Site property lines shall include: site clearance and grub for areas to be contour graded, demolition of any existing structures, removal/relocation of utility services, construction ready-site (as defined above), and erosion control, as shown on applicable improvement/grading plans approved by the City of Roseville.

(4) <u>Report Preparation</u>. Landowner agrees to provide District with a Phase 1 hazard report and a soils report for the School Site to be used by District to obtain any required CEQA approval and California Department of Education ("CDE") approval for School Site construction on Landowner's Property. Landowner will assist the District, at no additional cost or liability to District, in obtaining a letter of approval for the School Site purchase from the California Department of Education.

(5) Remediation or Replacement. If the reports prepared in paragraph 3.d.(4) above result in the need for environmental remediation measures or further testing for a specific School Site, the Landowner, if an owner of such School Site, shall, at its sole cost and expense, either fully remediate the condition of the School Site and/or provide such additional testing for the School Site, or provide District with an equivalent replacement School Site satisfactory to the District that does not require remediation and that meets the requirements for a School Site as set forth in this Agreement. Any replacement site shall thereafter be deemed a "School Site" for purposes of this Agreement. This issue of hazardous substances remediation or School Site replacement shall be developed in greater detail in the subsequent purchase agreement for the School Site to be entered into between the Landowner and the District. If the Landowner fails to provide an adequate School Site, the District may bring an eminent domain action to acquire a site within the Specific Plan. All litigation expenses incurred by the District shall be apportioned among the Specific Plan owners in accordance with the apportionment formula for pro rata shares set forth in section 6 below.

e. <u>School Site Size</u>. The construction-ready School Sites shall be approximately and no less than the following size:

- (1) Elementary Schools 12.0 net usable acres for each site;
- (2) Middle School 21.60 net usable acres.

4. <u>Purchase of School Site</u>. The purchase price for a School Site shall be based on the fair market value of the School Site as of the date of acquisition by the District, based on an appraised value of the School Site with the completed improvements installed pursuant to Section 3 above. The appraisal shall be obtained by the District from an appraiser with MAI credentials. The fair market value shall assume underlying residential density for the School Site comparable to the zoning for adjacent residential development (or the average densities thereof if adjacent properties are zoned for different residential densities).

5. <u>Lease-Purchase</u>. As an alternative to purchasing a School Site, and subject to the mutual agreement of the Parties, the District may lease a School Site for a stated period of years, not to exceed five (5) years, at the end of which period the District shall purchase the School Site for the agreed-upon price, reflecting fair market value of the School Site and providing credit for the lease payments, as mutually agreed to by the Parties.

6. Failure to Sell Reserved School Site. The current owners of currently reserved School Sites, their contact information, and the Assessor's Parcel Number for each School Site are listed in Exhibit "5." In the event that any Specific Plan Owner who is an owner of a School Site, including the owner of a currently reserved School Site and/or the owner of a replacement School Site described in section 3.d.(5) of this Agreement, refuses to enter into a Purchase Agreement and/or sell a School Site to the District as and when required hereunder, then all of the Specific Plan Owners, including but not limited to the Landowner, shall collectively pay the following amounts to the District:

a. the difference between the District offer of fair market value to purchase such a School Site and the ultimate condemnation award or settlement; and

b. the District's costs and fees, including but not limited to attorneys' fees, incurred to complete the purchase of the School Site by eminent domain.

The costs shall be apportioned to the Specific Plan Owners on a pro-rata basis based on dwelling units equivalents (DUEs) of a Specific Plan Owner's property in the District's portion of the Specific Plan. In the case of commercially zoned properties, a DUE factor shall be established based upon the proportional relationship of the District's per square foot commercial development fee compared to its per square foot residential development fee all as set forth in **Exhibit "6" (Center Joint Unified School District DUE Allocation for Pro Rata Share of Potential Future Eminent Domain Costs)** attached hereto. By way of example only, if the District's per square foot residential development (1/7th) of its per square foot residential development fee, the pro-rata share of the District's eminent domain fees and costs to be apportioned to commercially zoned property would be 1/7 of the pro-rata share per DUE of single-family residentially zoned property.

7. <u>Manner of Financing</u>. District expects to fund the construction, furnishing, and equipping of new school facilities with a combination of District general obligation funds, developer fees described in Section 2, and a State funding contribution. Provided, however, the Parties agree that the sole financial obligation of purely commercial development under this Agreement shall be to pay the school fees then authorized by statute to be levied against such uses. 8. <u>Notice to New Owners and Acknowledgment</u>. Before each and every portion of the Property is conveyed, the then current Landowner(s) of the portion of the Property to be conveyed, (which may be the original Landowner or the original Landowner's heir, successor-ininterest, or assign) shall disclose and require any builder thereon to disclose to the subsequent purchaser(s) or subsequent owner(s) prior to the close of escrow that the Property lies within the Center Joint Unified School District. The then current Landowner shall obtain the subsequent owner's written acknowledgement of this notice prior to the close of escrow. Within fifteen (15) days of each conveyance of all or a portion of the Property, the then current Landowner who has provided the notice and obtained the written acknowledgement shall provide a copy of the notice and the acknowledgment to the District. After an individual homeowner has acquired a lot with a home already constructed thereon, this provision shall no longer apply to that portion of the Property.

9. <u>Binding On Heirs, Successors, and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns. Retail tenants and homeowners in the Project are not heirs, successors, and assigns and are not subject to this Agreement.

10. <u>Covenant Running With the Land</u>. This Agreement is for the benefit of the District and the Property shown in Exhibit "1" and described in Exhibit "2" and is intended to preserve the value of said Property and enhance its development. This Agreement shall be recorded in the official records of Placer County at or about the same time but not before the Development Agreement(s) with the City are recorded and this Agreement shall constitute a covenant running with the land.

11. <u>Disputes</u>. If a dispute arises relating to the interpretation of, enforcement of, or compliance with the terms of this Agreement, the Landowner and the District shall first attempt to resolve such dispute through informal discussions or negotiations. Any Party may convene such discussions by written notice and shall reasonably accommodate the other Party with respect to scheduling. If the dispute is not resolved in this manner within thirty (30) days, it may be referred to mediation upon the request of either Party for a period not to exceed an additional thirty (30) days. This dispute resolution process shall be undertaken in good faith and exhausted prior to judicial review. However, compliance with this process does not waive any Party's obligation to comply with, or right to assert as a defense, any applicable statute of limitations. The Parties may agree in writing to toll any applicable statute of limitations for such period as may reasonably be necessary to complete the dispute resolution process.

12. Breach, Default, and Cure.

a. Notice of Breach. If a Party materially breaches or fails to comply with any of its obligations under this Agreement, such breaching party shall have thirty (30) days following receipt of written notice of breach from the non-defaulting Party ("Breach Notice") to cure such breach or noncompliance ("Cure Period"). If such breaching Party shall not have cured such breach or noncompliance within the Cure Period and after the expiration of fifteen (15) days from the later of the expiration of the Cure Period and the date it receives written notice of default ("Default Notice"), it shall be deemed in default ("Default") under this Agreement; provided, however, that if the nature of the breach or noncompliance reasonably requires more

than thirty (30) days to cure, the breaching Party shall not be in Default under this Agreement so long as the breaching Party commences such cure within the Cure Period and diligently prosecutes such cure, and provided further that each of the Breach Notice and the Default Notice shall set forth in reasonable detail the nature of the breach, noncompliance, or Default, as the case may be. Copies of all notices required hereunder shall be sent to all Parties to this Agreement.

b. <u>Default Remedies</u>. Upon a Default pursuant to Section 12(a), the non-defaulting Party shall have the following cumulative rights and remedies: (a) to specifically enforce the obligations under this Agreement, or (b) to exercise any and all other rights and remedies the non-defaulting Party may have under this Agreement and/or under the law by reason of the Default.

13. Assignment of Liability.

a. <u>In General</u>. Landowner acknowledges that all terms and conditions of this Agreement shall be binding on all successors-in-interest, including but not limited to purchasers of all or a portion of each Landowner's Property. Provided, however, bona fide, good faith purchasers of completed homes shall not be subject to the provisions of this Agreement.

b. Notice of Assignment, Assignment, and Assumption Agreement. Upon any sale or transfer of any parcel of land in bulk or individual lot which occurs prior to issuance of final building inspection or certificate of occupancy, Landowner shall give written notice of the sale or transfer, including the name, address, and telephone number of purchaser or transferee to the District. Landowner and any successor-in-interest to the Landowner subject to this Agreement shall execute an Assignment and Assumption Agreement in a form which reflects and acknowledges the terms of this Agreement. A sample form Assignment and Assumption Agreement is attached as Exhibit "7."

14. <u>Termination of Agreement</u>. This Agreement shall automatically be terminated, without any further action by either Party or need to record any additional document, with respect to any residential lot within the Project, when all of the following conditions are inet: full payment of developer fees as stated in Section 2 with respect to such residential lot, the completion of a fully improved lot, the conveyance of such improved residential lot by Landowner, or any successorin-interest of Landowner, to a bona-fide good faith purchaser thereof and the occupancy of the residences on said residential lot.

15. Notices. All notices or other communications that may be given under this Agreement shall be in writing and shall be served personally or by certified or first-class mail, postage prepaid, return receipt requested, or sent by overnight delivery, postage prepaid, addressed as follows, or to such other address as either Party may provide the other Party in writing:

Notices to the District shall be addressed to the following address:

Center Joint Unified School District 8408 Watt Avenue Antelope, California 95843-9116 Attn: Assistant Superintendent, Facilities and Operations Notices to Landowner shall be addressed to the following address:

DF Properties, Inc. 2013 Opportunity Drive, Suite 140 Roseville, CA 95678 Attn: Jeff Ronten, EVP/CFO

and shall also be copied to:

Marcus J. Lo Duca Lo Duca & Avdis LLP 3200 Douglas Boulevard, Suite 300 Roseville, California 95661

16. <u>Entire Agreement, Waivers, and Amendments</u>. This Agreement and any written agreement entered into by the Parties with respect to the Property, incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by District and Landowner which has not then completed development of its Property.

17. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one in the same Agreement.

18. <u>California Law</u>. This Agreement shall be governed and construed in accordance with the laws of the State of California.

19. Additional Representations of Authority.

a. Landowner represents and warrants that the individual(s) executing this Agreement on its behalf have the legal power, right, and actual authority to bind Landowner to the terms and conditions of this Agreement.

b. District represents and warrants that the individual executing this Agreement on behalf of District has the legal power, right, and actual authority to bind the District to the terms and conditions of this Agreement.

20. <u>Severability</u>. Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

21. <u>Time</u>. Time is of the essence of this Agreement and of each and every term.

22. <u>Attorney's Fees</u>. In the event of any action or proceeding brought by either Party against the other Party under this Agreement, the prevailing Party shall be entitled to recover its

reasonable attorney's fees and costs in such action or proceeding in such amount as the court may adjudge.

23. <u>Assignment</u>. Landowner shall not assign this Agreement or any right or privilege under this Agreement without the prior written consent of District, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon prior written notice to the District, Landowner may assign this Agreement to Landowner's subsequent purchaser(s) of Landowner's Property, or any portion thereof, including builders, or to any affiliate of Landowner owned or controlled by Landowner, without first obtaining District consent.

24. <u>Third Party Beneficiaries</u>. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

25. <u>Exhibits</u>. The Exhibits attached to this Agreement are incorporated herein by this reference and made a part hereof. Said Exhibits are identified as follows:

Exhibit "1" Map of Specific Plan Owners' Property
Exhibit "2" Legal Description of Landowner's Property
Exhibit "3" List of Specific Plan Owners' Property, Assessor's Parcel Numbers, and Contact Information
Exhibit "4" Maps of Proposed School Sites
Exhibit "5" List of All Current Owners of Initially Reserved School Sites, Assessor's Parcel Numbers, and Contact Information
Exhibit "6" Center Joint Unified School District DUE Allocation for Pro Rata Share of Potential Future Eminent Domain Costs

Exhibit "7" Sample Form of Assignment and Assumption

26. <u>Effect of Recitals</u>. The Recitals above are deemed true and correct, are hereby incorporated into this Paragraph as though fully set forth herein, and Landowner and District acknowledge and agree that they are each bound by the same.

27. Force Majeure. Each Party's obligations hereunder shall be delayed (i) by the acts, omissions, delays, or neglect of the other Party, any employees or agents of the other Party, any contractor employed by the other Party, and any subcontractor, employees, or agents of such contractor employed by the other Party, (ii) by acts of God, (iii) by climatic conditions (including without limitation any time periods for which the Party's work or any part thereof is stopped or delayed due to rain or other weather problems), (iv) by unavoidable casualties, (v) by labor disputes beyond the Party's control, (vi) by shortages or unavailability of materials beyond the Party's control, (vii) by any act, omission, neglect, or delay in acting by any governmental agency, or (viii) by any other causes beyond the Party's control (collectively, "Force Majeure Event") for a time period equal to such delay.

28. <u>Nondiscrimination</u>. There shall be no discrimination by Landowner or District against any person on account of race, color, religion, sex, marital status, national origin, or ancestry in the performance of their respective obligations under this Agreement.

29. <u>Rights and Remedies Are Cumulative</u>. Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same Default or any other Default by another Party.

30. <u>Provisions Required by Law Deemed Inserted</u>. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party, the Agreement shall forthwith be physically amended to make such insertion or correction.

31. <u>Cooperation</u>. District and Landowner acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to accomplish the objectives and requirements that are set out in this Agreement. Both District and Landowner hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete this transaction in accordance with the intent of the Parties as evidenced in this Agreement and attached Exhibits hereto.

32. Interpretation Guides. In interpreting this Agreement, it shall be deemed that the Agreement was prepared by the Parties jointly and no ambiguity shall be resolved against either Party on the premise that it or its attorneys were responsible for drafting this Agreement or any provision thereof. Headings used in this Agreement are for convenience and ease of reference only and are not intended nor may be constructed as a guide to interpret any provision of this Agreement.

33. <u>Due Authority of Signatories to Execute Agreement</u>. Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the Party which he or she represents to enter into this Agreement on behalf of the Party.

34. <u>No Joint Venture</u>. The relationship of the Parties to this Agreement is determined solely by the provisions of this Agreement. This Agreement does not create and shall not be construed to create any agency, partnership, joint venture, trust, or other relationship with duties or incidents different from those of parties to an arm's length contract.

35. <u>Eminent Domain</u>. Nothing in this Agreement shall prevent the District from exercising its rights of eminent domain pursuant to law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

Date:	CENTER JOINT UNIFIED SCHOOL DISTRICT
	BY: Scott Loehr Superintendent
Date: <u> -/0 -//</u>	APPROVED AS TO FORM:
	ATKINSON, ANDELSON, LOYA, RUUD & ROMO
	BY: <u>Aliabeth</u> <u>B. Hearey</u> , Esq. Elizabeth B. Hearey, Esq. Counsel for Center Joint Unified School District
Date: Dec. 29, 2010	LANDOWNER
	DF PROPERTIES, INC. a California corporation
	BY: Jeff Ronten EVP/CFO
Date: / - 5 - //	APPROVED AS TO FORM:
	LO DUCA & AVDIS LLP BY: Marcus J. Lo Duca, Esq. Counsel for Landowner

.

STATE OF CALIFORNIA)) ss. COUNTY OF <u>*Placer*</u>)

On <u>December 29, 2010</u>, before me, <u>Deborch S Foster</u>, Notary Public, personally appeared <u>Jeff Romten</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Desource & Joster

(seal)

STATE OF CALIFORNIA

COUNTY OF _____

On ______, before me, _____, Notary Public, personally appeared ______, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

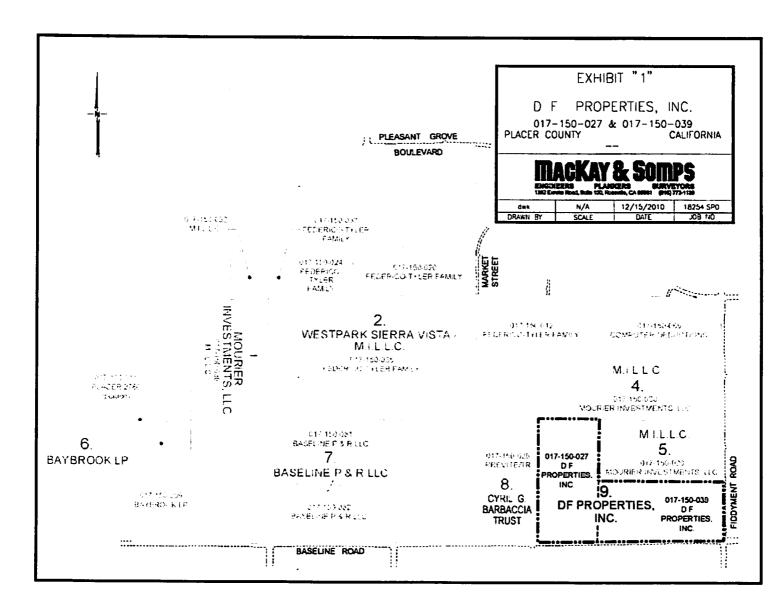
) ss.

)

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)



.



EXHIBIT "1"

EXHIBIT "2"

LEGAL DESCRIPTIONS OF LANDOWNER'S PROPERTY

All that real property situated in a portion of Section 36, Township 11 North, Range 5 East, Mount Diablo Meridian, County of Placer, State of California, being more particularly described as follows:

Property No.9 APN 017-150-027 and 039

A portion of said Section 36 included within the land shown and designated as Parcels 'B' and 'C' on Parcel Map No. P 73362 filed for record in the office of the Recorder of Placer County, California on January 8, 1980 in Book 15 of Parcel Maps, at Page 143, Placer County Records.

Containing 160.2 acres, more or less.

EXHIBIT "3"

LIST OF SPECIFIC PLAN OWNERS' PROPERTY, ASSESSOR'S PARCEL NUMBERS, AND CONTACT INFORMATION

Reference Number	APN Number	Landowner
1	017-150-036 and 017-150-032	Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III
2	017-150-035 017-150-033 017-150-024 017-150-020 017-150-012	Westpark Sierra Vista, LLC 1700 Eureka Road, Suite 140 Roseville, CA 95661 Attention: John Murray Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III Federico-Tyler Family Limited Partnership 4955 E. Anderson, Suite 115 Fresno, CA 93727 Attention: Leonard A. Federico
3	Number intentional	ly removed
• 4	017-150-030	Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III
5	017-150-029	Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III
6	017-150-009	Baybrook Limited Partnership c/o Regas, Frezados & Harp 111 West Washington Street, Suite 1525 Chicago, IL 60602 Attention: Mr. James A. Regas

Reference Number	APN Number	Landowner
7	017-150-081 and 017-150-082	Baseline P&R, LLC 7700 College Town Drive, Suite 101 Sacramento, CA 95826 Attention: Mark Enes
8	017-150-026	The Cyril G. Barbaccia Irrevocable Trust Dated December 15, 1976 950 South Bascom, Suite 1113 San Jose, CA 95128 Attention: Jack Previte, Trustee
9	017-150-027 and 017-150-039	DF Properties, Inc. 2013 Opportunity Drive, Suite 140 Roseville, CA 95678 Attention: Jeff Ronten, EVP/CFO

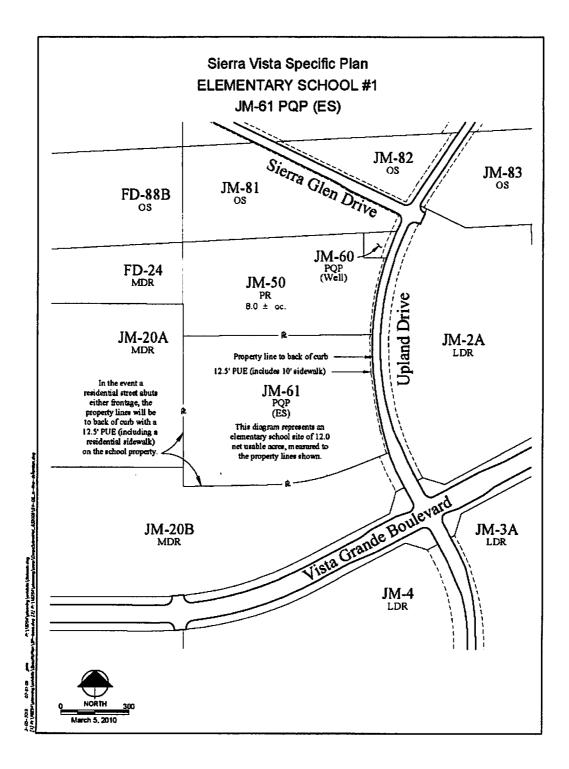
٠

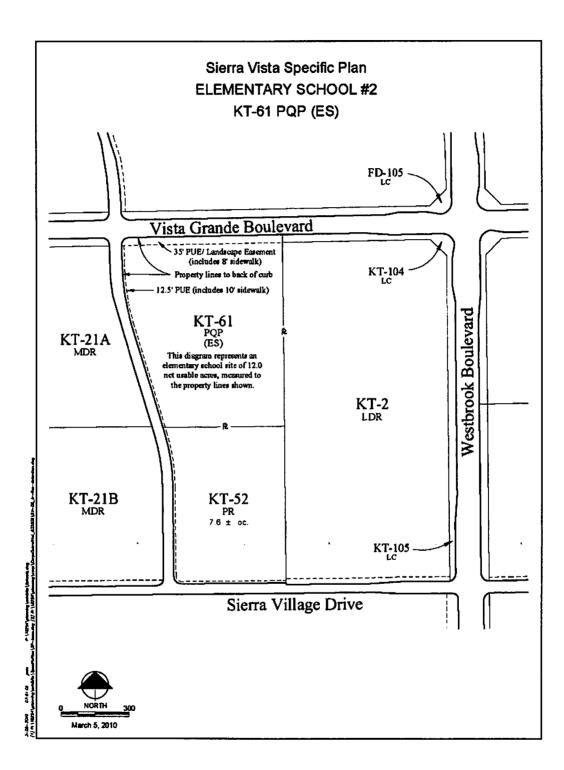
,

•

EXHIBIT "4"

MAPS OF PROPOSED SCHOOL SITES





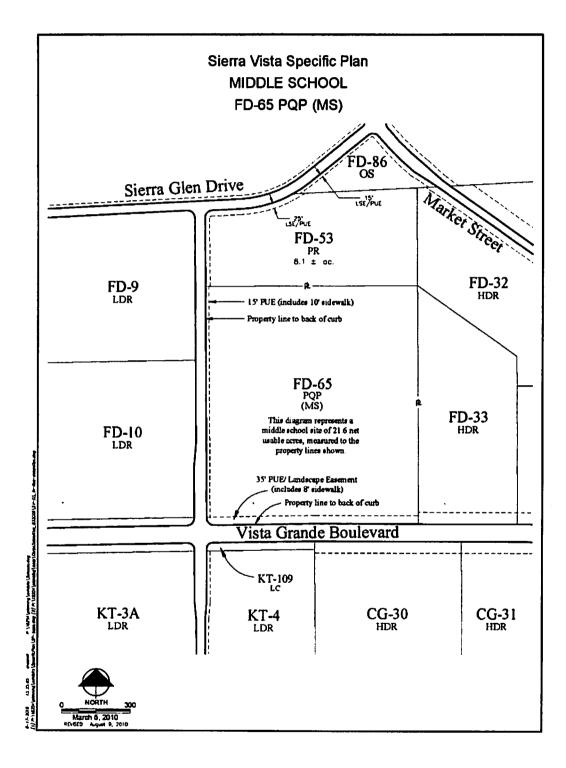


EXHIBIT "5"

LIST OF ALL CURRENT OWNERS OF INITIALLY RESERVED SCHOOL SITES, ASSESSOR'S PARCEL NUMBERS, AND CONTACT INFORMATION

Specific Plan Reference Parcel Number	APN Number	Landowner
FD 65 Middle School (21.60 net useable acres)	017-150-035	Westpark Sierra Vista, LLC 1700 Eureka Road, Suite 140 Roseville, CA 95661 Attention: John Murrary Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III Federico-Tyler Family Limited Partnership 4955 E. Anderson, Suite 115 Fresno, CA 93727 Attention: Leonard A. Federico
JM - 61 Elementary School (12.0 net usable acres)	017-150-030	Mourier Investments, LLC 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: John L. Mourier, III
KT-61 Elementary School (12.0 net usable acres)	017-150-081	Baseline P&R, LLC 7700 College Town Drive, Suite 101 Sacramento, CA 95826 Attention: Mark Enes

EXHIBIT "6

CENTER JOINT UNIFIED SCHOOL DISTRICT DUE ALLOCATION FOR PRO RATA SHARE OF POTENTIAL FUTURE EMINENT DOMAIN COSTS

PARCEL	GEHERAL PLAN LAND USE	ZONING	ACRES	ALLOCA IED	EDUS	% of SVSP
	(Specific Plan Land Use)			UNITS		EDUS
CG-1	LDR (Residential)	RS/DS	23.0	115	115	2.20%
CG-20	MDR (Residentia)	RS/DS	49	- 44	- 44	0.84%
CG-30	HDR (Residential	R3	14.0	420	267	5.51%
CG-31	HDR (Residential	R3	14.6	420	287	5.51%
sub-totais (CGB)		56.5	999	734	14.07%
CO -1	LDR (Realdentia)	RS/DS	07	3	3	0.06%
CO-2A	LDR (Residential)	RS/DS	14.2	71	71	1.36%
CO-28	LDR (Residential)	RS/DS	14.8	73	73	1.40%
CO3	LDR (Residential)	RS/DS	15.7	78	78	1.50%
CO-20	MDR (Residentiaŭ	RS/DS	8,4	84	84	1.61%
CO-21	NDR (Residential)	RS/DS	58	50	50	0.98%
CO-22	MDR (Residentia)	RS/DS	48	43	43	0.82%
CO-40	CC (Commercial)	ĆĆ	01		0	0.00%
sub-totais (Conley)		65.1	402	402	7.71%
DF-1	LDR Residentiel)	R\$/D\$	20.3	101	101	1.94%
DF-2	LDR (Residential)	RS/DS	32	18	18	0.31%
DF-20	MDR (Residential)	RS/DS	14.5	113	113	2.17%
DF-40	CC (Commercial)	GC	12.6		8	0.15%
DF-41	CC (Commercial)	GC	29.3		19	0.38%
DF-42	CC (Commercial)	GC_	40.2		28	0.49%
SUD-101813 (DF Properties)		120.1	230	282	5.42%
					81	1.550
FD-2	LDR Residentia) LDR Residentia)	RS/DS	16.3 1.8	81	01 0	1.5%
FD-4		RS/DS		9	. 87 .	0.17%
FD-5	LDR Residentia	RS/DS	17.4	87	89 1	1.87%
FD-6	LDR Residentiat	RS/DS	13.8 85	69 42	42	1.32%
FD-7	LDR (Residentia)	RS/DS		78 78	78	0.81%
FD-8A	LDR Residentiat	RS/DS	15.6	66	86	
FD-68	LDR (Residentia)	RS/DS	17.3	91	80 191	1.65%
FD-0		RS/DS	18.3	91 93	93	1.74%
FD-10	LDR (Residentia)	RS/DS	18.7		204	1.78%
FD-21	MDR (Residential)	RS/DS	22.7	204	143	3.91%
FD-23	.MDR (Residential) MDR (Residential)	RS/DS	15.9	143	98	2.74%
FD-24		RS/DS	10.7	98		1.84%
FD-32	HDR (Residential	R3 -	89	178	122	2.33%
FD-33	HDR (Residentia	R3	86	172	119	2.28%
FD-40	CC (Commercial)	CC	75		31	0.00%
FD-41	Commercial Mixed Use	CMU/SA	57	40		0.59%
sub-totals (rauanco)		207.7	1,469	1,354	25.96%

%00}	5,216	285'5	2,009			JATOT
%£838Z	HOG' I	CÞS'I	8,662		(memoleved 1)	aup-totala (k
%SI 0	8		52	ASIJO	Commercial Business Profession a	K1-13
\$110	9		88	25	(Elmenmod) 00	KT-42
\$690	32		225	35	(Bimenmod) 00	K1-41
201%	90)	BEI	6.61	ARIUMO	(coll bood Mistonmoo) 00	KT-40B
1650	30	38	25	CMU/SA	(cell beck Elmenmed) 00	KT-40A
5.051	201	051	<u>91</u>	63	Is in the set of the s	KT-30
330#	291	291	9.81	RSIDS	(teitrebiesP) ACM	KT-219
SOFE	291	<u>29</u> 1	9.81	RS/DS	(jaihebianA) AOM	KT-24A
36/8	335	303	372	SCISA	(geitrobiesP) AGM	KT-20
261%	138	961	23.5	RSIDS	(jetneblee)) AQJ	K1-6
NSC'I	12	ĪŻ	671	RSIDS	LDR Realdentiat	K1-4
%98°1	<u></u> 26	2 8	16	RS/DS	(tetheshee) ALL	BC-TX
\$191	96	96	2.61	SCISA	(tetinebies)) SQJ	AC-TX
5388	841	811	7.22	SCISS	LDR (Realdentiat)	K1-2
1951	201	105	304	SC/SA	Cettrebleef AGJ	KI-IB
9.61.1	29	79	154	80/SA	detrobleere RUJ	KI-IV
18.01%	0 #6	606	1240		(О шлөг Грууд) төгш б	A) eleto (-du e
965 0	01		1.21	Aeroo	Commencial Business Professional	10-MNP
1650	31	01	29	CMU/SA	Commercial Mond Use	0HWP
3328	881	891	28	SCISA	(tainebias) ACM	12ML
3542	69 1	691	8.8	SCUSA	(alinebiae) AGM	1W-SOB
3.992	06}	081	1.15	RS/DS	(altrobias) ACM	VOEWIN
5212	131	131	283	SCISA	delinebizeA PQJ	1W
\$451	28	29	19	SC/SA	delinebizeA AQJ	NW3B
9.25	69	69	13.8	SCISA	LDR Residentieb	VEWIC
1650	31	16	63	RS/DS	detrebieory PQJ	2-82Wif
1111	89	6 5	8.11	RSIDS	(eguepise); HCL)	114545
SOOB		SLINO			(Spreitic Plan Land Us v)	
dsv≥ ‰	SOUL	046ADO HA	SBH0A	UNINOZ	GENERAL PLAN USE	J308A9

.

.

UQB I = INU RQJ enO

.

BLON

EXHIBIT "7"

SAMPLE ASSIGNMENT AND ASSUMPTION AGREEMENT

WHEN RECORDED, RETURN TO:

ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO THE AGREEMENT BETWEEN THE CENTER JOINT UNIFIED SCHOOL DISTRICT AND _____ Entitled "LANDOWNER'S DEVELOPMENT AGREEMENT (______; Sierra Vista)"

THIS	ASSIGNMENT	AND	ASSUMPTION	AGREEMENT	(hereinafter,	the
"Agreement")	is entered into this	day	y of, 20	, by and between _		
a	(herein	after"	Assignor"), and _			,
<u> </u>						

(hereinafter "Assignee").

RECITALS

A. On ______, 2010, the Center Joint Unified School District ("District") and _______ entered into that certain agreement entitled "Landowner's Development Agreement (______; Sierra Vista)" (hereinafter, the "Landowner/Center Agreement"). Pursuant thereto, Landowner agreed to mitigate the impacts of development of Landowner's property (hereinafter, the "Subject Property") which is located within the Sierra Vista Specific Plan. The Landowner/Center Agreement was made binding upon the Landowner and subsequent owners of the Subject Property. The Landowner/Center Agreement was recorded against the Subject Property in the Official Records of Placer County on _____, 2010 [Instrument No. ____].

B. Assignor is the current owner of all or a portion of the Subject Property.

C. Assignor intends to convey to Assignee all or a portion of the Subject Property commonly referred to as Parcel(s) _____, and more particularly identified and described in

Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel(s)").

D. Assignor desires to assign and Assignee desires to assume all of Assignor's right, title, interest, burdens and obligations under the Landowner/Center Agreement with respect to and as related to the Assigned Parcel(s).

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, effective as of Assignor's conveyance of the Assigned Parcel(s) to Assignee, all of the rights, title, interest, burdens and obligations of Assignor under the Landowner/Center Agreement with respect to the Assigned Parcel(s). Assignor retains all the rights, title, interest, burdens and obligations under the Landowner/Center Agreement with respect to all other property within the Subject Property owned by Assignor.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Landowner under the Landowner/Center Agreement with respect to the Assigned Parcel(s), and agrees to observe and fully perform all of the duties and obligations of Assignor as Landowner under the Landowner/Center Agreement with respect to the Assigned Parcel(s), and to be subject to all the terms and conditions thereof with respect to the Assigned Parcel(s). The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel(s) to Assignee, Assignee shall become substituted for Assignor as the "Landowner" under the Landowner/Center Agreement with respect to the Assigned Parcel(s), and Assignor shall be released of all obligations under the Landowner/Center Agreement for the Assigned Parcel(s) so conveyed.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. The Notice Address described in Section 15 of the Landowner/Center Agreement for the Landowner with respect to the Assigned Parcel(s) shall be:

Attn:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

ASSIGNOR:

By:	
Print Name:	
Title:	

ASSIGNEE:

Ву:	
Print Name:	
Title:	

.

STATE OF CALIFORNIA)) ss. COUNTY OF _______, before me, ______, Notary Public, personally appeared _______, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

STATE OF CALIFORNIA)) ss. COUNTY OF _____)

On ______, before me, ______, Notary Public, personally appeared ______, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

AGENDA ITEM # X/V-13

Contan Join	t Unified School District
Center Juli	t Onifica School 2 istrici

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

Date: January 19, 2011

From: Craig Deason, Assist. Supt.

Action Item X

Information Item ____

Attached Pages 3

Assist. Supt. Initials: _ CD

SUBJECT: Northwest Capital Recovery Group No-Risk Agreement

Northwest Capital Recovery Group is a company that reviews utility bills to find billing errors that cause overcharging. They review utility bills and negotiate with utility companies to repay incorrect billings and correct billing practices with no up-front costs or obligation to implement changes. Upon agreeing to implement cost savings, the District shares the savings with Northwest Capital Recovery Group.

RECOMMENDATION: To approve the Northwest Capital Recovery Group No-Risk Agreement.





702 Kentucky St., Suite 601 Bellingham, WA 98225 Toll Free: 866-545-0976 Cell: 360-815-4068 Fax: 206-374-3048

The Northwest Capital Recovery Group Process: Four Steps to Increased Profitability

I. Collection of Information

- a) NWCRG No-Risk Agreement signed and dated
- b) Three-month's recent copies, CD's or online access of all applicable bills being analyzed
 - Telecom voice (local/long distance), data, internet, cellular, pagers
 - Electricity
 - Natural gas
 - Water/Sewer
 - ⁻ Garbage
 - Shredding
- c) Copies of all current applicable contracts being analyzed (see item b above)
- d) Letter of Authorization/Agency with your company letterhead at top of page signed and dated
- e) Names and physical addresses of all locations being analyzed
- f) **Optional: Account Executives contact information** (names, phone numbers, email if available)

II. Northwest Capital Recovery Group Analysis (6 - 16 weeks)

- a) Analyze applicable contracts and billing service elements which create the charges
- b) The product of the process is a written report and summary of results along with Implementation Acknowledgement Sheet (IAS).
- c) The report contains hard data and facts that spell out each refund being pursued and/or each savings opportunity.
- d) The report identifies strategies to realize the refunds and/or savings opportunities.

III. Present Audit Findings (less than 1 hour)

- a) Review report with client outlining refunds obtained or being pursued.
- b) Answer questions

1

c) Discuss methods and saving strategies.

IV. Implementation (begins immediately)

- a) Discuss saving strategies.
- b) Agree on a timeline for implementation of such savings strategies
- c) Meet or conference all parties, including the service providers, to discuss the savings opportunities.

Northwest Capital Recovery Group No-Risk Agreement

This agreement, dated_____,20___, represents the complete agreement for services to be performed by Lilly Properties, Inc. dba Northwest Capital Recovery Group (NWCRG), hereafter referred to as Auditor. These services may result in a refund or future billing reduction for the specific utility expenses incurred by the undersigned, hereafter referred to as Client. Client understands that NWCRG may elect to perform the necessary analysis in-house and/or use strategic business partners to achieve the desired results in cost recovery and cost reduction.

Client agrees and understands that:

- 1. Client will provide Auditor with the necessary information for each account to be analyzed, including (a) three month's complete bills for each account; (b), a copy of the service agreement, if any, for each account; (c) a Letter of Authorization permitting Auditor to contact each service provider on behalf of Client to obtain the necessary additional information, and (d) a list of customer support representatives for each vendor with contact information.
- 2. All information provided by Client shall be kept strictly confidential and will be returned upon request, at the completion of the Analysis.
- 3. Auditor shall prepare a report identifying the refund/credit issues being pursued for all accounts. Client agrees to share refunds/credits with Auditor, in accordance with the provisions of this Agreement. Auditor shall also prepare an "Implementation Acknowledgement Sheet" (IAS) which clearly identifies future billing reduction strategies for each account in the work program. Within 10 days of Client receiving the IAS, Client agrees to return to Auditor a signed IAS either granting or denying permission for Auditor to proceed with implementation of each recommendation.
- 4. Since Auditor will be contacting each service provider to affect billing reductions and/or credits and refunds, Client recognizes that the service provider may attempt to circumvent Auditor and contact Client directly. In any and all such cases, Client agrees to reaffirm with the service provider to coordinate all proposals through Auditor. Client agrees that all vendor proposals received during the No-Risk Analysis project shall be subject to shared savings as described in paragraph six.
- 5. Client agrees to share refunds and/or billing credits 55/45 with Auditor receiving 45% within 30 days of receiving such refund or credit. For savings realized by Client as a result of Auditor correcting an ongoing error:
 - a. Client will compensate Auditor 55/45 shared savings for 24 months payable within 30 days or
 - a lump sum payment equal to an agreed upon monthly savings due to the Auditor times (x) 24 months discounted by 20% payable within 30 days from the date the majority of the monthly future cost reduction first appears on the Client's bill.

Client acknowledges that in certain instances, the refunds or credits may be obtained by Auditor prior to Auditor's report. In addition, if Client wishes to pay a lump sum amount after paying month-to-month for a period of time to take advantage of the 20% discount in the future, the amount will be pro-rated based on number of remaining months. In any and all such cases, Client agrees to share the refunds or credits with Auditor in accordance to the provisions of this paragraph.

- 6. For any future savings opportunity Client wishes to have implemented
 - a. Client agrees to share the monthly savings 55/45 with Auditor receiving 45% for a period of 24 months from the first month the savings are realized on Client's billing or
 - b. a lump sum payment equal to agreed upon monthly saving due to the Auditor times (x) 24 months discounted by 20% payable within 30 days from the date the majority of the monthly future cost reduction first appears on the Client's bill. The lump sum payment represents a 20% reduction. If Client wishes to pay a lump sum amount after paying month-to-month for a period of time to take advantage of the 20% discount in the future, the lump sum amount will be pro-rated based on number of remaining months.

Client agrees to share said savings within 30 days of Client acknowledging that such savings have occurred.

- 7. Auditor is due no fee if no refunds and future savings opportunities are identified, or if Client does not wish to pursue the savings recommendations. Auditor is due no fee if future savings opportunities are no longer valid, i.e. building consolidations, building closures, changes in technologies, etc.
- 8. Client agrees not to compete with the efforts of Auditor during the term of the agreement period. During this period, any in-house refunds or savings shall accrue to the shared savings understanding of this agreement.
- 9. Client agrees that if Client denies permission for Auditor to implement recommendations AND then implements any of Auditor's recommended future savings opportunities within 12 months of signing the "Implementation Acknowledgement Sheet" (IAS), then Client shall share any such future savings 55/45 with Auditor receiving 45% as depicted in paragraph six above.
- 10. Any portion of refund or savings that accrues back to E Rate will be exempt from Auditor's percentage share.
- 11. Unless specifically attached hereto, Client acknowledges that there are no refund, credit or rate reductions currently being pursued by Client. _____ (Initials)

Please initial the utility areas to be analyzed: Telecom: local service_____ long distance_____ data_____

cellular billings_____

Utilities: power____natural gas_____water____sewer____storm water_____garbage_____

shredding _____

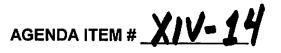
Agreed to by:

Lilly Properties Inc	
dba Northwest Capital	Recovery Group

School District Signature

Title

Date



Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Business Department

Date: 01/07/11

To: Board of Trustees

From: Jeanne Bess

Action Item Information Item # Attached Page <u>1</u>

Principal's Initials: _

SUBJECT:

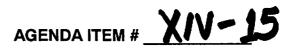
APPROVAL OF CENTER UNIFIED SCHOOL DISTRICT PAYROLL ORDERS

The Governing board is asked to approve the attached payroll Orders for July 2010 through December 2010.

RECOMMENDATION: That the CUSD Board of Trustees approve the District Payroll Orders for July through December 2010.

AGENDA ITEM # X/V-14

					TOTAL	#OF
		REGULAR	VARIABLE	SPECIAL	PAYROLL	TRANSACTIONS
JULY	\$	5 1,026,215.7 7			\$ 1,026,215.77	211
AUG	\$	5 2,444,142.07			\$ 2,444,142.07	531
SEPT	\$	2,459,830.73	I		\$ 2,459,830.73	632
OCT	\$	5 2,473,924.01	•		\$ 2,473,924.01	647
NOV	\$	5 2,499,817.17			\$ 2,499,817.17	656
DEC	\$	640,309.35	I		\$ 640,309.35	366
	3-Jan \$	5 1,819,777.61			\$ 1,819,777.61	288
JAN					\$ -	
FEB					\$ -	
MARCH					\$ -	
APRIL					\$ -	
MAY					\$ -	
JUNE					\$ -	
SPECIAL SPECIAL					\$ •	
	4	3 13,364,016.71	\$ -	\$ -	\$ 13,364,016.71	3331



Center Unified School District

Dept./Site: Business Department

Date: DECEMBER 2010

To: Board of Trustees

From: Jeanne Bess

AGENDA REQUEST FOR:

Action Item Information Item # Attached Pages 56

 SUBJECT: Supplemental Agenda – Commercial Warrant Registers
 December 2, 2010, \$344,815.62, December 9,2010, \$249,694.97
 December 16,2010, \$204,581.47
 The commercial warrant payments to vendors totals \$799,092.06
 RECOMMENDATION: That the CUSD Board of Trustees approve the Supplemental Agenda – Vendor Warrants as presented

XIV-15

81 CENTER UNIFIED SCHOOL DIST. 12-02-2010

ł

ACCOUNTS PAYABLE PRELIST

J7660 APY500 H.02.05 12/02/10 PAGE 0

Batch status: A All

From batch: 0033

To batch: 0034

Include Revolving Cash: Y

Include Address: Y

81 CENTER U 12-02-2010	NIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST J7660 APY500 H.02.05 12/02 BATCH: 0033 12022010 <<< Open >> FUND : 01 GENERAL FUND	2/10 PAGE 1
Reg Refei	Remit name Tence Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP Liq Amt	Net Amount
011802/00	A-2 BUS SALES INC. DEPT 1135 LOS ANGELES, CA 90084-1135	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP Lig Amt	
367 PO-11 367 PO-11	0305 12/02/2010 DI82387 0305 12/02/2010 DI81879	1 01-7230-0-4300-112-0000-3600-007-000 NN P 16.31 1 01-7230-0-4300-112-0000-3600-007-000 NN P 220.76 TOTAL PAYMENT AMOUNT 237.07 *	16.31 220.76 237.07
015797/00	ACE SUPPLY HARDWARE NORTH 7115 WATT AVENUE, SUITE 100 NORTH HIGHLANDS, CA 95660		
84 PO-11	0084 12/02/2010 082368/2	1 01-8150-0-4300-106-0000-8110-007-000 NN P 15.75 TOTAL PAYMENT AMOUNT 15.75 *	15.75 15.75
019311/00	ALIGNMENT SPECIALTIES 5316 ROSEVILLE RD. SUITE G N. HIGHLANDS, CA 95660	561190683	
1083 PO-11	0898 12/02/2010 006642	1 01-7230-0-4300-112-0000-3600-007-000 NY P 638.60 TOTAL PAYMENT AMOUNT 638.60 *	638.60 638.60
021097/00	ASSOCIATED VALUATION SERVICES 1501 COFFEE ROAD, SUITE N MODESTO, CA 95355	770513973	
90 PO-11	0088 12/02/2010 3304	1 01-0000-0-5800-105-0000-7200-005-000 NN P 548.37 TOTAL PAYMENT AMOUNT 548.37 *	548.37 548.37
018533/00	ATKINSON ANDELSON LOYA RUUD & ROMO 12800 CENTER COURT DRIVE SUITE 300 CERRITOS, CA 90703	953378600	
683 PO-11	0574 12/02/2010 368948	1 01-0000-0-5804-105-0000-7200-005-000 NE P 14,169.77 TOTAL PAYMENT AMOUNT 14,169.77 *	14,169.77 14,169.77

•

12-02-2010	NIFIED SCHOOL DIST.	ACCOUNTS PAYAB BATCH: 0033 120220 FUND : 01	10	J7660 APY500 H. << Open >>	02.05 12/02/1	0 PAGE
Vendor/Addr Req Refer	ence Date Descript	Tax ID num Deposi on	ED BECO D OD TE C	ABA num Account num IT GOAL FUNC RES DEP T9MP	Liq Amt	Net Amount
010066/00	CALIFORNIA SCHOOL BOARD WESTAMERICA BANK PO BOX 1450 SUISUN CITY, CA 95585-	ASSN				
1199 PO-11	0993 12/02/2010 95880	TOTAL PAYMENT AN		20-0000-7110-001-000 NN F 525.00 *	525.00	525.00 525.00
010340/00	CALIFORNIA STATE DEPARTM JUSTICE ACCOUNTING OFFICE/ CASH PO BOX 944255 SACRAMENTO, CA 94244-29	ERING				
107 PO-11	0105 12/02/2010 818122	TOTAL PAYMENT AN		10-0000-7200-004-000 NN P 224.00 *	224.00	224.00 224.00
014885/00	CAREERTRACK SEMINARS PO BOX 219468 KANSAS CITY, MO 64121-5	431830400				
1133 PO-11	0946 12/02/2010 REG TAMBE		01-7230-0-5200-11 Nount	12-0000-3600-007-000 NN F 299.00 *	299.00	299.00 299.00
017639/00	CDT INC. P.O. BOX 11869 SANTA ANA, CA 92711					
1248 PO-11	1034 12/02/2010 22408 1034 12/02/2010 22105 1034 12/02/2010 22161	1	01-0000-0-5800-11	10-0000-7200-004-000 NN P 10-0000-7200-004-000 NN P 10-0000-7200-004-000 NN P 610.00 *	54.00	216.00 54.00 340.00 610.00
020305/00	CDW GOVERNMENT INC. 75 REMITTANCE DRIVE SUIT CHICAGO, IL 60675-1515	5 1515				
1194 PO-11	0991 12/02/2010 VPFC5657	1 TOTAL PAYMENT AM	01-0054-0-4300-23 Ount	88-1110-1000-010-000 NN F 48.47 *	48.90	48.47 48.47

81 CENTER UNIFIED SCHOOL DIST. 12-02-2010	ACCOUNTS PAYABLE PRELIST J7660 APY500 H. BATCH: 0033 12022010 << Open >> FUND : 01 GENERAL FUND	02.05 12/02/1	0 PAGE 3
Vendor/Addr Remit name Req Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Liq Amt	Net Amount
010407/00 CENTER UNIFIED REVOLVING FUND 8408 WATT AVE. ANTELOPE, CA 95843	00000000		
1246 PO-111033 12/02/2010 4008	1 01-7230-0-5800-112-0000-3600-007-000 NN F TOTAL PAYMENT AMOUNT 90.00 ↔	90.00	90.00 90.00
015699/00 CLARK SECURITY PRODUCTS P.O. BOX 31001-1195 PASADENA, CA 91110-1195			
20 PO-110026 12/02/2010 SA02160201	1 01-8150-0-4300-106-0000-8110-007-000 NN P TOTAL PAYMENT AMOUNT 165.10 *	165.10	165.10 165.10
016320/00 COLLIER, ALYSON			
1252 PO-111037 12/02/2010 REIMB 1252 PO-111037 12/02/2010 REIMB 1252 PO-111037 12/02/2010 REIMB	4 01-0000-0-4300-601-9728-1006-017-000 NN F 1 01-5635-0-4300-601-1220-1000-017-000 NN F 2 01-5635-0-5800-601-1220-1000-017-000 NN F TOTAL PAYMENT AMOUNT 1,703.05 *		
021979/00 COUNTY OF SACRAMENTO INTERNAL SERVICES AGENCY 700 H STREET ROOM 1710 SACRAMENTO, CA 95814			
1207 PO-111005 12/02/2010 10/11 1ST QTR	1 01-0000-0-5800-100-0000-7200-005-000 NN F TOTAL PAYMENT AMOUNT 2,339.10 *	2,339.10	2,339.10 2,339.10
017676/00 DAWSON OIL COMPANY INC. P.O. BOX 360 ROCKLIN, CA 95677			
1266 PO-111046 12/02/2010 11067089	1 01-7230-0-4300-112-0000-3600-007-000 NN F TOTAL PAYMENT AMOUNT 1,244.26 *	1,244.26	1,244.26 1,244.26

81 CENTER UNIFIED SCHOOL DIST. 12-02-2010	ACCOUNTS PAYABLE PRELIST J7660 APY500 H.02.05 12/0 BATCH: 0033 12022010 << Open >> FUND : 01 GENERAL FUND	02/10 PAGE 4
Vendor/Addr Remit name Req Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP Liq Am	mt Net Amount
016681/00 DEPARTMENT OF INDUSTRIAL RELATIONS (ACCOUNTING) P.O. BOX 420603 SAN FRANCISCO, CA 94142-0603		
1190 PO-110990 12/02/2010 G032206SA 1190 PO-110990 12/02/2010 G032205SA	1 01-0000-0-5800-106-0000-8200-007-000 NN P 225.0 1 01-0000-0-5800-106-0000-8200-007-000 NN P 125.0 TOTAL PAYMENT AMOUNT 350.00 *	
021610/00 EATON INTERPRETING SERVICES INC 8213 VILLA OAK DRIVE CITRUS HEIGHTS, CA 95610	200448077	
631 PO-110539 12/02/2010 103650	2 01-0000-0-5800-103-0000-7200-003-000 NN P 105.0 TOTAL PAYMENT AMOUNT 105.00 *	00 105.00 105.00
017411/00 EYE ON EDUCATION 6 DEPOT WAY WEST, SUITE 106 LARCHMONT, NY 10538		
1124 PO-110938 12/02/2010 276055	1 01-0000-0-4200-101-0000-7150-002-000 YN F 38.5 TOTAL PAYMENT AMOUNT 35.95 * TOTAL USE TAX AMOUNT 3.15	57 35.95 35.95
011132/00 FEDEX P.O. BOX 7221 PASADENA, CA 91109-7321		
125 PO-110117 12/01/2010 1119-5563-8 1131 PO-110944 12/01/2010 1119-5563-8	1 01-8150-0-5901-106-0000-8110-007-000 NN P 20.2 1 01-0000-0-5901-103-0000-7200-003-000 NN P 155.1 TOTAL PAYMENT AMOUNT 175.35 *	
022149/00 FITNESS FINDERS 1007 HURST ROAD JACKSON, MI 49201		
1144 PO-110954 12/02/2010 118904 1145 PO-110955 12/02/2010 118905	1 01-0000-0-4300-601-9728-1006-017-000 YN F 586.5 1 01-0000-0-4300-601-9728-1006-017-000 YN F 403.8 TOTAL PAYMENT AMOUNT 905.96 * TOTAL USE TAX AMOUNT 79.27	55 532.85 87 373.11 905.96

81 CENTER UNIFIED SCHOOL DIST. 12-02-2010	ACCOUNTS PAYABLE PRELIST J7660 APY500 H.0 BATCH: 0033 12022010 << Open >> FUND : 01 GENERAL FUND	2.05 12/02/10 PAGE 5
Vendor/Addr Remit name Reg Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Liq Amt Net Amount
017372/00 FOLSOM HIGH SCHOOL 1655 IRON POINT ROAD FOLSOM, CA 95630-7801		
1281 PO-111064 12/01/2010 INVITATIONAL	1 01-0000-0-5800-472-1801-1000-014-000 NN F TOTAL PAYMENT AMOUNT 325.00 *	325.00 325.00 325.00
021764/00 FUTURE FORD OF SACRAMENTO 4625 MADISON AVENUE SACRAMENTO, CA 95841	941459396	
650 PO-110554 12/02/2010 174045	1 01-7230-0-4300-112-0000-3600-007-000 NN P TOTAL PAYMENT AMOUNT 51.62 *	51.62 51.62 51.62
014044/00 HAGEDORN, ROGER		
38 PO-110040 12/01/2010 NOV	1 01-0000-0-5210-106-0000-8300-007-000 N P TOTAL PAYMENT AMOUNT 14.00 *	14.00 14.00 14.00
010992/00 HARBOR FREIGHT TOOLS 3491 MISSION OAKS BLVD. ACCNT:CNTR958 CAMARILLO, CA 93011		
39 PO-110041 12/02/2010 02-423451	1 01-8150-0-4300-106-0000-8110-007-000 NN P TOTAL PAYMENT AMOUNT 88.53 *	88.53 88.53 88.53
019127/00 HM RECEIVABLES CO.LLC 14046 COLLECTIONS CENTER DR. CHICAGO, IL 60693		
1162 PO-110959 12/02/2010 946650375	1 01-6300-0-4300-238-1110-1000-010-000 NN F TOTAL PAYMENT AMOUNT 300.92 *	310.81 300.92 300.92

81 CENTER UNIFIED 12-02-2010	SCHOOL DI	ST.		0033	1202201	LE PRELIST 10 General fun	D	J7660 << Open	APY500 >>	H.02.0	5 12/02/	10 PAGE 6
Vendor/Addr Remit Req Reference	Date	Description	Tax ID	חטת	Deposit	type FD RESO P C	ABA n BJE SIT GOA	um Ac L FUNC R	Count nu		Liq Amt	Net Amount
021775/00 HOME P.O.	DEPOT SUP BOX 50905	PLY										
44 PO-110045 :	12/02/2010	9105777996	тоти	AL PA	1 Yment am	01-8150-0-4 Iount	300-106-000 310.		07-000 NI	NP	310.28	310.28 310.28
019832/00 HUGG	INS BOSE	MARIE										
1 PO-110001 1	12/02/2010	REIMB	TOT	L PA	1 Yment Am	01-0000-0-5 IOUNT	210-105-000 17.		05-000 NM	1 P	17.00	17.00 17.00
P.O.	TONE SUPP BOX 13845 MENTO, CA	LY OF SACRAMENTO 95853										
52 PO-110052 1	2/02/2010	27-51657066.001	TOTA	L PA	l Yment Am	01-8150-0-4 Ount		0-8110-0 12 *	07-000 NN	IP	64.12	64.12 64.12
P.O.	NUMBER 730 BOX 60000	030 Ca 94160-3030										
PV-111045 1	2/02/2010	DECEMBER	тота	L PA	YMENT AM	01-0000-0-9 Ount	552-000-0000 148,561.0		00-000 NN	ſ		148,561.65 148,561.65
4201	ELECTRIC S. MARKET MENTO, CA	COURT										
64 PO-110064 1 64 PO-110064 1			тота	L PAY	1 1 (MENT AM	01-8150-0-43 01-8150-0-43 OUNT	300-106-0000 300-106-0000 266.8	-8110-00	07-000 NN 07-000 NN	P P	113.36 153.51	113.36 153.51 266.87

81 CENTER UNIFIED SCHOOL DIST. 12-02-2010	ACCOUNTS PAYABLE PRELIST J7660 APY500 H. BATCH: 0033 12022010 << Open >> FUND : 01 GENERAL FUND	02.05 12/02/10 PAGE 7
Vendor/Addr Remit name Reg Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Liq Amt Net Amount
021401/00 PRACTI-CAL INC P.O. BOX 981000 WEST SACRAMENTO, CA 95798-100	200704949	
1261 PO-111044 12/02/2010 16914	1 01-5640-0-5800-103-0000-3140-003-000 NN F TOTAL PAYMENT AMOUNT 1,280.70 *	1,392.76 1,280.70 1,280.70
018509/00 QUINTESSENTIAL SCHOOL SYSTEMS ATTN: QSS USERS GROUP SEMINAR REGISTRATION 867 AMERICAN STREET, 2ND FLOOR SAN CARLOS, CA 94070		
1265 PO-111045 12/02/2010 REGIST	1 01-0000-0-5200-110-0000-7200-004-000 NN F TOTAL PAYMENT AMOUNT 50.00 *	50.00 50.00 50.00
017657/00 RENAISSANCE LEARNING INC. P.O. BOX 64910 ST PAUL, MN 55164-0910	391559474	
1204 PO-110995 12/02/2010 INV3737808	1 01-3010-0-4300-371-1110-1000-012-000 NN F TOTAL PAYMENT AMOUNT 170.43 *	185.34 170.43 170.43
010552/00 SAC VAL JANITORIAL SALES & SERVICES, INC. 2421 DEL MONTE STREET WEST SACRAMENTO, CA 95691		
118 PO-110110 12/02/2010 01918297 903 PO-110753 12/02/2010 01919007 903 PO-110753 12/02/2010 0191831601	1 01-0000-0-4300-111-0000-8200-007-000 NN P 1 01-0000-0-9320-000-0000-0000-000 NN P 1 01-0000-0-9320-000-0000-0000-000 NN P TOTAL PAYMENT AMOUNT 2,823.73 *	2,513.54 2,513.54
010264/00 SACRAMENTO BEE P.O. BOX 11967 FRESNO, CA 93776-1967		
692 PO-110595 12/02/2010 2328751	1 01-0000-0-5800-110-0000-7200-004-000 NN P TOTAL PAYMENT AMOUNT 342.00 *	342.00 342.00 342.00

81 CENTER UN 12-02-2010	NIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST J7660 APY500 H.02.05 12/02/ BATCH: 0033 12022010 << Open >> FUND : 01 GENERAL FUND	10 PAGE 8
Reg Refei		Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP Liq Amt	Net Amount
015922/00	SACRAMENTO CO SHERIFF'S DEPT. ADMINISTRATIVE DIV. 711 G STREET RM.405 SACRAMENTO, CA 95814		
1264 PO-11	11040 12/02/2010 SEPT LIVESCAN	1 01-0000-0-5800-110-0000-7200-004-000 NN P 162.00 TOTAL PAYMENT AMOUNT 162.00 *	162.00 162.00
010101/00	SACRAMENTO COUNTY OFFICE OF EDUCATION-ACADEMIC DECATHLON P.O. BOX 269003 SACRAMENTO, CA 95826		
1225 PO-11	1019 12/02/2010 DECATLON	1 01-0000-0-5800-472-0000-2700-014-000 NN F 485.00 TOTAL PAYMENT AMOUNT 485.00 *	485.00 485.00
021460/00	SACRAMENTO COUNTY OFFICE OF EDUCATION P.O. BOX 269003 SACRAMENTO, CA 95826-9003		
930 PO-11	0774 12/02/2010 110777	1 01-3010-0-5800-371-1110-1000-012-000 NN P 1,020.00 TOTAL PAYMENT AMOUNT 1,020.00 *	1,020.00 1,020.00
010271/00	SACRAMENTO HEARING SERVICES 1800 28TH STREET SACRAMENTO, CA 95816		
1237 PO-11	1041 12/02/2010 2423	1 01-0000-0-5800-102-0000-3140-003-000 NN P 5,086.68 TOTAL PAYMENT AMOUNT 5,086.68 *	5,086.68 5,086.68
014147/00	SACRAMENTO SHERIFF'S DEPT FIELD SERVICES ATTN:MARY MATTHEWS,SAFE SCHOOL 711 G STREET ROOM 401 SACRAMENTO, CA 95814		
108 PO-11	0106 12/02/2010 CLOSE	1 01-0000-0-5800-110-0000-7200-004-000 NN C 2,365.00 TOTAL PAYMENT AMOUNT 0.00 *	0.00

81 CENTER UNIFIED SCHOOL DIST. 12-02-2010	ACCOUNTS PAYABLE PRELIST J7660 APY500 H.0 BATCH: 0033 12022010 << Open >> FUND : 01 GENERAL FUND	2.05 12/02/10 PAGE 9
Vendor/Addr Remit name Reg Reference Date Description		Lig Amt Net Amount
014786/00 SCHOOL SPECIALTY MB UNIT #67-3106 MILWAUKEE, WI 53268-3106	390971239	
1078 PO-110894 12/02/2010 308100796918 1180 PO-110984 12/02/2010 208105271114	1 01-0000-0-4300-236-1110-1000-009-000 NN F 1 01-0054-0-4300-236-1110-1000-009-000 NN F TOTAL PAYMENT AMOUNT 148.01 *	
010373/00 SCHOOLS INSURANCE AUTHORITY P.O. BOX 276710 SACRAMENTO, CA 958276710		
823 PO-110690 12/02/2010 2011UST-KAM.01	1 01-7230-0-5800-112-0000-3600-007-000 NN P TOTAL PAYMENT AMOUNT 150.00 *	150.00 150.00 150.00
017883/00 SIMPLEX GRINNELL LP 4650 BELOIT DRIVE SACRAMENTO, CA 95838		
79 PO-110079 12/02/2010 73980354 79 PO-110079 12/02/2010 73980356 79 PO-110079 12/02/2010 73980360 79 PO-110079 12/02/2010 73980358	1 01-8150-0-5800-106-0000-8110-007-000 NN P 1 01-8150-0-5800-106-0000-8110-007-000 NN P 1 01-8150-0-5800-106-0000-8110-007-000 NN P 1 01-8150-0-5800-106-0000-8110-007-000 NN P 1 01-8150-0-5800-106-0000-8110-007-000 NN P TOTAL PAYMENT AMOUNT 637.50 *	150.00 150.00 150.00 150.00 150.00 150.00 187.50 187.50 637.50
010376/00 SLAKEY BROS. INC. FILE #51064 P.O. BOX 60000 SAN FRANCISCO, CA 94160		
80 PO-110080 12/02/2010 17010356-00	1 01-8150-0-4300-106-0000-8110-007-000 NN P TOTAL PAYMENT AMOUNT 91.49 *	91.49 91.49 91.49
018252/00 SPECTRUM TRAINING SERVICES INC 2024 JONATHAN DRIVE APPLETON, WI 54914	201408538	
931 PO-110775 12/02/2010 REGIST	1 01-3010-0-5200-371-1110-1000-012-000 NN F Total Payment Amount 410.00 *	410.00 410.00 410.00

81 CENTER UNIFIED SCHOO 12-02-2010	L DIST.	BATCH: 0033	12022010	PRELIST Seneral fun			0 APY50 pen >>	0 н.	.02.05 12/02/	IO PAGE 1
Vendor/Addr Remit name Req Reference Date	Description	Tax ID num I	Deposit t F	ype D RESO P O	ABA BJE SIT (A num GOAL FUN	Account C RES DEP	num T9MP	Liq Amt	Net Amount
015591/00 TCI P.O. BOX 1							~~~~~			
181 PO~110150 12/01/	2010 180788	TOTAL PAYN	1 0 MENT AMOU	1-0036-0-4 INT	200-103-1 3,62	110-100 5.85 *	0-003-000	NN F	3,838.88	3,625.85 3,625.85
P.O. BOX 9	PP ELEVATOR CORP 33013 A 31193-3013									
87 PO-110090 12/02/ 91 PO-110091 12/02/		TOTAL PAYN	10		600-106-0	000-811	0-007-000		1,596.52 126.00	
C/O DEREK S	OWELL AVENUE									
1286 PO-111069 12/01/2	2010 HOLIDAY CLASSIC	TOTAL PAYN				801-100 0.00 *	0-014-000	NN F	400.00	400.00 400.00
015959/00 TREESTRAP 401 ELM STI North Wales	REET #100 5, PA 19454									
996 PO-110832 12/02/2	2010 2730	TOTAL PAYM				000-811 1.29 *	0-007-000	NN P	41.29	41.29 41.29
3222 WINONA	UNIFIED SCH DIST Way Lands, Ca 95660									
671 PO-110564 12/02/2	010 110678	TOTAL PAYM			801-110-0 11,00		0-004-000	NN P	11,000.00	11,000.00 11,000.00

81 CENTER UNIFIED SCHOOL DIST. 12-02-2010	ACCOUNTS PAYABLE PRELIST J7660 APY500 H.0 BATCH: 0033 12022010 << Open >> FUND : 01 GENERAL FUND	2.05 12/02/10 PAGE 11
Vendor/Addr Remit name Req Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Liq Amt Net Amount
011190/00 UNIVERSAL SPECIALTIES 2821 FABER STREET UNION CITY, CA 94587		
94 PO-110094 12/02/2010 46330	1 01-8150-0-4300-106-0000-8110-007-000 NN P TOTAL PAYMENT AMOUNT 43.43 *	43.43 43.43 43.43
022179/00 US HEALTHWORKS TB TESTS P.O. BOX 50042 LOS ANGELES, CA 90074		
1249 PO-111035 12/01/2010 1798517-Ca 1249 PO-111035 12/01/2010 1797037-CA 1249 PO-111035 12/01/2010 1801990-CA 1249 PO-111035 12/01/2010 1773452-CA 1249 PO-111035 12/01/2010 1782559-CA 1249 PO-111035 12/01/2010 1787437-CA	1 01-0000-0-5800-110-0000-7200-004-000 NN P 1 01-0000-0-5800-110-0000-7200-004-000 NN P	$\begin{array}{cccc} 76.00 & 76.00 \\ 76.00 & 76.00 \\ 19.00 & 19.00 \\ 76.00 & 76.00 \\ 96.00 & 96.00 \\ 19.00 & 19.00 \\ 362.00 \end{array}$
022221/00 WESTERN HEALTH ADVANTAGE FILE NUMBER 73251 P.O. BOX 60000 SAN FRANCISCO, CA 94160-3251		
PV-111044 12/02/2010 DECEMBER	01-0000-0-9552-000-0000-0000-000 NN TOTAL PAYMENT AMOUNT 74,088.12 *	74,088.12 74,088.12
022414/00 WHITNEY HIGH SCHOOL 701 WILDCAT BLVD. ROCKLIN, CA 95765		
1284 PO-111067 12/01/2010 CHRISTMAS CLASSIC	1 01-0000-0-5800-472-1801-1000-014-000 NN F TOTAL PAYMENT AMOUNT 750.00 *	750.00 750.00 750.00

81 CENTER UNIFIED SCHOOL DIST. 12-02-2010	ACCOUNTS PAYABLE PRELIST J7660 APY500 H.02.05 12/02, BATCH: 0033 12022010 << Open >> FUND : 01 GENERAL FUND	/10 PAGE 12
Vendor/Addr Remit name Req Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP Liq Amt	Net Amount
022432/00 WILL C. WOOD HIGH ATHLETIC 998 Marshall Road Attn: Mark Wudel Vacaville, ca 95687	s	
1285 PO-111068 12/01/2010 DON TROLLIN	GER TOURN 1 01-0000-0-5800-472-1801-1000-014-000 NN F 275.00 TOTAL PAYMENT AMOUNT 275.00 *	275.00 275.00
017313/00 XEROX CORPORATION		
P.O. BOX 7405		
PASADENA, CA 91109-7405		
120 PO-110112 12/01/2010 300019674	1 01-0000-0-5800-115-9790-8200-007-000 NN P 39.712.87	
120 PO-110112 12/01/2010 300019615	1 01-0000-0-5800-115-9790-8200-007-000 NN P 39,712.87 1 01-0000-0-5800-115-9790-8200-007-000 NN P 513.85	39,712.87 513.85
589 PO-110518 12/01/2010 300019674	1 01-7220-0-5612-472-1110-1000-014-000 NN P 100.00	100.00
589 PO-110518 12/01/2010 300017560	1 01-7220-0-5612-472-1110-1000-014-000 NN P 100.00	100.00
590 PO-110519 12/01/2010 300019674	1 01-0000-0-5612-472-9769-1000-014-000 NN P 25.00	25.00
590 PO-110519 12/01/2010 300017560	1 01-0000-0-5612-472-9769-1000-014-000 NN P 25.00	25.00
591 PO-110520 12/01/2010 300019674	1 01-0000-0-5612+115-9780-8200-007-000 NN P 25.00	25.00
591 PO~110520 12/01/2010 300017560	1 01-0000-0-5612-115-9780-8200-007-000 NN P 25.00	25.00
592 PO-110521 12/01/2010 300019674	1 01-3550-0-5612-472-1110-1000-014-000 NN P 100.00	100.00
592 PO-110521 12/01/2010 300017560	1 01-3550-0-5612-472-1110-1000-014-000 NN P 100.00	100.00
593 PO-110522 12/01/2010 300019674	1 01-6500-0-5612-102-5001-2700-003-000 NN P 25.00	25.00
593 PO-110522 12/01/2010 300017560	1 01-6500-0-5612-102-5001-2700-003-000 NN P 25.00	25.00
594 PO-110523 12/01/2010 300019674	1 01-0000-0-5612-371-0000-2700-012-000 NN P 25.00	25.00
594 PO-110523 12/01/2010 300019674	1 01-0000-0-5612-371-0000-2700-012-000 NN P 25.00	25.00
632 PO-110537 12/01/2010 300019674	2 01-6286-0-5612-103-4760-1000-003-000 NN P 50.00	50.00
632 PO-110537 12/01/2010 300017560	2 01-6286-0-5612-103-4760-1000-003-000 NN P 50.00	50.00
	TOTAL PAYMENT AMOUNT 40,926.72 •	40,926.72

TOTAL FUND	PAYMENT	320,522.26 **	320,522.26
TOTAL USE TAX	AMOUNT	82.42	

81 CENTER UNIFIED SCHOOL DIST. 12-02-2010	ACCOUNTS PAYABLE PRELIST J7660 APY500 H.02 BATCH: 0033 12022010 << Open >> FUND : 09 CHARTER SCHOOLS	.05 12/02/10 PAGE 13
Vendor/Addr Remit name Req Reference Date Description		Liq Amt Net Amount
011132/00 FEDEX P.O. BOX 7221 PASADENA, CA 91109-7321		
1267 PO-111047 12/01/2010 11195563-8	1 09-0000-0-5901-501-0000-2700-016-000 NN F TOTAL PAYMENT AMOUNT 22.68 *	22.68 22.68 22.68
016862/00 IDEAS UNLIMITED SEMINARS P.O. BOX 691 SLINGER, WI 53086		
1160 PO-110964 12/02/2010 34317	1 09-0700-0-5200-503-0000-2700-018-000 NN F Total payment amount 199.00 *	199.00 199.00 199.00
017313/00 XEROX CORPORATION P.O. BOX 7405 PASADENA, CA 91109-7405		
595 PO-110524 12/01/2010 300019674 596 PO-110525 12/01/2010 300019674 596 PO-110525 12/01/2010 300019674 597 PO-110526 12/01/2010 300219674	1 09-0000-0-5612-501-1110-1000-016-000 NN P 2 09-0000-0-5612-501-1110-1000-016-000 NN P 1 09-1100-0-5612-501-0000-2700-016-000 NN P 1 09-0700-0-5612-503-0000-8110-018-000 NN P TOTAL PAYMENT AMOUNT 300.00 *	100.00 100.00 80.00 80.00 20.00 20.00 100.00 100.00 300.00 300.00
	TOTAL FUND PAYMENT 521.68 **	521.68

81 CENTER UNIFIED SCHOOL DIST. 12-02-2010	ACCOUNTS PAYABLE PRELIST J7660 APY500 H.02.09 BATCH: 0033 12022010 << Open >> FUND : 11 ADULT EDUCATION FUND	5 12/02/10 PAGE 14
Vendor/Addr Remit name Req Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP I	iq Amt Net Amount
016320/00 COLLIER, ALYSON	•••••••••••••••••••••••••••••••••••••••	
1252 PO-111037 12/02/2010 REIMB	3 11-0030-0-4300-601-4130-1000-017-000 NN F TOTAL PAYMENT AMOUNT 70.96 *	70.96 70.96 70.96
020258/00 HANDWRITING WITHOUT TEARS 8001 MAC ARTHUR BLVD. CABIN JOHN, MD 20818		
1106 PO-110926 12/02/2010 546297-1	1 11-0030-0-4300-601-4130-1000-017-000 NN F TOTAL PAYMENT AMOUNT 268.08 *	268.08 268.08 268.08
017313/00 XEROX CORPORATION P.O. BOX 7405 PASADENA, CA 91109-7405		
604 PO-110529 12/01/2010 300019674	1 11-0030-0-5612-601-4130-1000-017-000 NN P TOTAL PAYMENT AMOUNT 25.00 *	25.00 25.00 25.00
	TOTAL FUND PAYMENT 364.04 **	364.04

81 CENTER UNIFIED SCHOOL DIST. 12-02-2010	ACCOUNTS PAYABLE PRELIST J7660 APY500 H. BATCH: 0033 12022010 << Open >> FUND : 13 CAFETERIA FUND	02.05 12/02/10 PAGE 15
Vendor/Addr Remit name Req Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	
011256/00 BERNARD FOOD INDUSTRIES INC P.O. BOX 1497 EVANSTON, IL 60204-1497		
1183 PO-110986 12/02/2010 00586073	1 13-5310-0-4700-108-0000-3700-007-000 NN P TOTAL PAYMENT AMOUNT 290.16 *	290.16 290.16 290.16
021080/00 ED JONES FOOD SERVICE INC 5100 Fulton drive suite d Fairfield, CA 94534-1639	942828211	
139 PO-110128 12/01/2010 november	1 13-5310-0-4700-108-0000-3700-007-000 NN P TOTAL PAYMENT AMOUNT 21,222.34 •	21,222.34 21,222.34 21,222.34
022464/00 KASEY, LAURA		
1253 PO-111038 12/02/2010 REIMB 1253 PO-111038 12/02/2010 REIMB	1 13-5310-0-4300-108-0000-3700-007-000 NN F 2 13-5310-0-5200-108-0000-3700-007-000 NN F TOTAL PAYMENT AMOUNT 189.39 •	42.99 42.99 146.40 146.40 189.39
010757/00 KIWI DISTRIBUTING INC 6409 LITTLER DR. N KEIZER, OR 97303		
587 PO-110504 12/02/2010 166684 587 PO-110504 12/02/2010 166685 587 PO-110504 12/02/2010 166691	1 13-5310-0-5600-108-0000-3700-007-000 NN P 1 13-5310-0-5600-108-0000-3700-007-000 NN P 1 13-5310-0-5600-108-0000-3700-007-000 NN P 1 13-5310-0-5600-108-0000-3700-007-000 NN P TOTAL PAYMENT AMOUNT 1,313.02 *	445.02 445.02 267.00 267.00 601.00 601.00 1,313.02
022364/00 MYSCHOOLBUCKS LLC 9700 VILLAGE CENTER DRIVE Suite 50-L Granite Bay, CA 95746		
142 PO-110131 12/02/2010 2083	1 13-5310-0-5300-108-0000-3700-007-000 NN P TOTAL PAYMENT AMOUNT 179.55 *	179.55 179.55 179.55

81 CENTER UNIFIED SCHOOL DIST. 12-02-2010	ACCOUNTS PAYABLE PRELIST BATCH: 0033 12022010 FUND : 13 CAFETERIA	<< Open >>	500 H.O2.05 12/0	2/10 PAGE 16
Vendor/Addr Remit name Reg Reference Date Description	Tax ID num Deposit type FD RESO P	ABA num Account OBJE SIT GOAL FUNC RES DE		t Net Amount
020462/00 STAPLES ADVANTAGE P.O. BOX 71217 CHICAGO, IL 60694-1217	841248716			
131 PO-110121 12/02/2010 105456495 131 PO-110121 12/02/2010 105456679 131 PO-110121 12/02/2010 105206061	1 13-5310-0-	-4300-108-0000-3700-007-00 -4300-108-0000-3700-007-00 -4300-108-0000-3700-007-00 213.18 *	00 NN P 16.6	6 16.66
	TOTAL FUND PAYMENT	23,407.64 **		23,407.64
	TOTAL BATCH PAYMENT Total use tax amount	344,815.62 *** 82.42	0.00	344,815.62

•

81 CENTER UNIFIED SCHOOL DIST. 12-02-2010	ACCOUNTS PAYABLE PRELIST BATCH: 0034 0-batch FUND : 01 GENERAL FUND	J7660 APY500 ዘ.0 << Open >>	2.05 12/02/10 PAGE 17
Vendor/Addr Remit name Reg Reference Date Description	Tax ID num Deposit type FD RESO P OE	ABA num Account num NJE SIT GOAL FUNC RES DEP T9MP	Lig Amt Net Amount
017681/00 GEARY PACIFIC SUPPLY FILE 55276 LOS ANGELES, CA 90074-5276			*
34 PO-110036 12/02/2010 CLOSE	l 01-8150-0-43 Total Payment Amount	00-106-0000-8110-007-000 NN C 0.00 *	0.00 0.00 0.00
	TOTAL FUND PAYMENT	0.00 **	0.00
	TOTAL BATCH PAYMENT	0.00 *** 0.00	0.00
	TOTAL DISTRICT PAYMENT TOTAL USE TAX AMOUNT	344,815.62 **** 0.00 82.42	344,815.62
	TOTAL FOR ALL DISTRICTS: TOTAL USE TAX AMOUNT	344,815.62 **** 0.00 82.42	344,815.62

_

Number of warrants to be printed: 67, not counting voids due to stub overflows.

81 CENTER UNIFIED SCHOOL DIST.

Batch status: A All

From batch: 0035

To batch: 0036

Include Revolving Cash: Y

Include Address: N

81 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST J7931 APY500 H.02.05 BATCH: 0035 120910 << Open >> FUND : 01 GENERAL FUND	12/09/10 PAGE 1
Vendor/Addr Remit name Req Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP L	iq Amt Net Amount
010669/00 ALHAMBRA & SIERRA SPRINGS		
5 PO-110011 12/07/2010 27053384782453 266 PO-110239 12/07/2010 27045104780794 370 PO-110307 12/07/2010 27047404781257 421 PO-110368 12/07/2010 27050334781839	1 01-8150-0-4300-106-0000-8110-007-000 NN P 1 01-0000-0-4300-103-0000-7200-003-000 NN P 1 01-7230-0-4300-112-0000-3600-007-000 NN P 1 01-0000-0-4300-475-3200-2700-015-000 NN P TOTAL PAYMENT AMOUNT 183.06 *	81.93 81.93 38.47 38.47 32.48 32.48 30.18 30.18 183.06
014733/00 ALL WEST COACHLINES INC.		
1282 PO-111065 12/07/2010 35282	1 01-0000-0-5810-472-1110-4000-014-915 NN F 1, TOTAL PAYMENT AMOUNT 1,185.00 *	185.00 1,185.00 1,185.00
010442/00 BAR HEIN	68-0316304	
1283 FO-111066 12/07/2010 346086	1 01-0000-0-4300-106-0000-8110-007-000 N P Total Payment Amount 76.44 *	76.44 76.44 76.44
020305/00 CDW GOVERNMENT INC.		
1094 PO-110914 12/07/2010 VLC1575 1238 PO-111027 12/09/2010 VPX6293		837.08 831.81 347.62 347.62 1,179.43
015768/00 CHAMBERLAIN, JOE MATTHEW		
1247 PO-111077 12/07/2010 REIMB	1 01-7220-0-5800-472-1110-1000-014-000 NN F TOTAL PAYMENT AMOUNT 40.00 *	40.00 40.00 40.00
021797/00 D3 SPORTS INC		
1176 PO-110971 12/07/2010 10947	1 01-0000-0-4300-472-1801-1000-014-000 NN F TOTAL PAYMENT AMOUNT 377.34 *	377.34 377.34 377.34
014087/00 DECKER EQUIPMENT		
1239 PO-111028 12/07/2010 503871-48359	1 01-0000-0-4300-371-0000-2700-012-000 YN F TOTAL PAYMENT AMOUNT 67.45 * TOTAL USE TAX AMOUNT 5.90	74.26 67.45 67.45

B1 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST J7931 APY500 H.03 BATCH: 0035 120910 << Open >> FUND : 01 GENERAL FUND	2.05 12/09/10 PAGE 2
Vendor/Addr Remit name Req Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	-
011613/00 DITTO PRINT & COPY		,
1299 PO-111080 12/07/2010 4403	1 01-0000-0-5800-234-0000-2700-008-000 NN F TOTAL PAYMENT AMOUNT 132.24 *	132.24 132.24 132.24
020517/00 EDUCATIONAL DATA SYSTEMS		
761 PO~110636 12/08/2010 09107628	1 01-6286-0-5800-103-4760-1000-003-000 NN F TOTAL PAYMENT AMOUNT 467.57 *	502.78 467.57 467.57
020850/00 FINNELL, SUZANNE		
1325 PO-111098 12/09/2010 REIMB	1 01-5635-0-5800-601-1220-1000-017-000 NN F TOTAL PAYMENT AMOUNT 168.00 *	168.00 168.00 168.00
022347/00 GIVE SOMETHING BACK		
1037 PO~110858 12/07/2010 1746391-0 1186 PO-110988 12/07/2010 1755423-0	1 01-0000-0-4300-475-3200-2700-015-000 NN F 1 01-0000-0-4300-475-3200-1000-015-000 NN F TOTAL PAYMENT AMOUNT 223.52 *	143.10 125.72 97.80 97.80 223.52
010191/00 GRAINGER W.W. INC.		
689 PO-110583 12/07/2010 9396408875	1 01-7230-0-4300-112-0000-3600-007-000 NN F TOTAL PAYMENT AMOUNT 431.95 *	419.06 431.95 431.95
020258/00 HANDWRITING WITHOUT TEARS		
1085 PO~110900 12/07/2010 545423-1	1 01-6500-0-4300-102-5750-1110-003-011 NN F Total Payment Amount 86.09 *	71.18 86.09 86.09
021775/00 HOME DEPOT SUPPLY		
44 PO-110045 12/07/2010 9105914011	1 01-8150-0-4300-106-0000-8110-007-000 NN P TOTAL PAYMENT AMOUNT 35.82 *	35.82 35.82 35.82

81 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST J7931 APY500 H.02.05 12/09/10 BATCH: 0035 120910 << Open >> FUND : 01 GENERAL FUND	PAGE 3
Vendor/Addr Remit name Req Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP Liq Amt	Net Amount
011341/00 HUNT & SONS INC		
374 PO-110311 12/07/2010 473412	1 01-7230-0-4308-112-0000-3600-007-000 NN P 21,021.16 TOTAL PAYMENT AMOUNT 21,021.16 *	21,021.16 21,021.16
018990/00 INTERSTATE BATTERY SYSTEM		
1263 PO-111055 12/07/2010 616496 1263 PO-111055 12/07/2010 616496	2 01-0000-0-4300-472-9780-8110-014-000 NN F 189.90 1 01-8150-0-4300-106-0000-8110-007-000 NN F 189.90 TOTAL PAYMENT AMOUNT 379.80 *	189.90 189.90 379.80
018215/00 LOEHR, SCOTT		
1315 PO~111091 12/07/2010 REIMB	1 01-0000-0-5200-101-0000-7150-002-000 NN F 106.50 TOTAL PAYMENT AMOUNT 106.50 *	106.50 106.50
017727/00 MASON DONALDSON	558474631	
1327 PO-111095 12/07/2010 #1	1 01-0000-0-5800-106-0000-8110-007-000 NY P 3,520.00 TOTAL PAYMENT AMOUNT 3,520.00 *	3,520.00 3,520.00
019059/00 MILLENNIUM TERMITE		
55 PO-110055 12/07/2010 TR71099 55 PO-110055 12/07/2010 TR72628	1 01-0000-0-5500-106-0000-8110-007-000 NN P 91.00 1 01-0000-0-5500-106-0000-8110-007-000 NN P 57.00 TOTAL PAYMENT AMOUNT 148.00 *	91.00 57.00 148.00
022494/00 MILLER, LISA		
1302 PO-111083 12/07/2010 REIMB	1 01-0000-0-4300-472-1224-1000-014-000 NN F 149.65 TOTAL PAYMENT AMOUNT 149.65 *	149.65 149.65
017576/00 OFFICE DEPOT/BUS.SERVICES DIV		
1140 PO-110953 12/07/2010 540217556001 1140 PO-110953 12/07/2010 540217556001	2 01-0000-0-4300-240-0000-2700-011-000 NN F 55.42 1 01-0000-0-4300-240-1110-1000-011-000 NN F 12.83 TOTAL PAYMENT AMOUNT 68.25 *	55.42 12.83 68.25

81 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST J7931 APY500 H.02.05 12/09/10 BATCH: 0035 120910 << Open >> FUND : 01 GENERAL FUND	D PAGE 4
Vendor/Addr Remit name Reg Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP Liq Amt	Net Amount
021179/00 ORCHARD LEARNING GROUP		
1298 PO-111079 12/07/2010 10501485	1 01-0054-0-5800-234-1110-1000-008-000 NN F 4,999.09 TOTAL PAYMENT AMOUNT 4,999.09 *	4,999.09 4,999.09
021157/00 PHYSICAL THERAPY CLINICS INC		
542 PO-110474 12/07/2010 31005	1 01-0000-0-5800-100-1110-1000-005-955 NN P 2,300.00 TOTAL PAYMENT AMOUNT 2,300.00 *	2,300.00 2,300.00
014069/00 PLATT ELECTRIC SUPPLY		
64 PO-110064 12/07/2010 8671635 64 PO-110064 12/07/2010 8648301 64 PO-110064 12/07/2010 8663901 64 PO-110064 12/07/2010 8615618	1 01-8150-0-4300-106-0000-8110-007-000 NN P 65.29 1 01-8150-0-4300-106-0000-8110-007-000 NN P 153.80 1 01-8150-0-4300-106-0000-8110-007-000 NN P 216.13 1 01-8150-0-4300-106-0000-8110-007-000 NN P 14.68 TOTAL PAYMENT AMOUNT 449.90 *	65.29 153.80 216.13 14.68 449.90
016821/00 SACRAMENTO COUNTY		
1027 PO-110853 12/07/2010 TAXES	1 01-0000-0-5800-106-0000-8200-007-000 NN F 2,321.38 TOTAL PAYMENT AMOUNT 2,321.38 *	2,321.38 2,321.38
014786/00 SCHOOL SPECIALTY	390971239	
1157 PO-110976 12/07/2010 308100806764 1166 PO-110978 12/07/2010 208105271113	1 01-5640-0-4300-601-9728-1000-017-082 NN F 109.19 1 01-0000-0-4300-601-9728-1006-017-000 NN F 18.75 TOTAL PAYMENT AMOUNT 103.07 *	89.32 13.75 103.07
011500/00 SIA / DELTA DENTAL		
PV-111046 12/08/2010 DECEMBER	01-0000-0-9552-000-0000-000-000 NN TOTAL PAYMENT AMOUNT 44,283.73 *	44,283.73 44,283.73
017106/00 SIA/VISION SERVICE PLAN		
PV-111047 12/08/2010 DECEMBER	01-0000-0-9552-000-0000-000-000 NN TOTAL PAYMENT AMOUNT 5,107.90 *	5,107.90 5,107.90

81 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST J7931 APY500 H.02.05 12/09/ BATCH: 0035 120910 << Open >> FUND : 01 GENERAL FUND	10 PAGE
Vendor/Addr Remit name Reg Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP Liq Amt	Net Amount
010263/00 SMUD		
81 PO-110081 12/07/2010 7000000347	1 01-0000-0-5530-106-0000-8110-007-000 NN P 43,953.62 TOTAL PAYMENT AMOUNT 43,953.62 *	43,953.62 43,953.62
018066/00 SUPER DUPER INC.		
1169 PO-110980 12/07/2010 1610571-A	1 01-5640-0-4300-601-9728-3150-017-000 YN F 352.35 TOTAL PAYMENT AMOUNT 324.00 • TOTAL USE TAX AMOUNT 28.35	324.00 324.00
017507/00 TALBERT, SYLVIA		
1326 PO-111099 12/09/2010 REIMB	1 01-5635-0-5800-601-1220-1000-017+000 NN F 259.10 TOTAL PAYMENT AMOUNT 259.10 •	259.10 259.10
014079/00 THYSSENKRUPP ELEVATOR CORP		
87 PC-110090 12/07/2010 1090084309	1 01-0000-0-5600-106-0000-8110-007-000 NN P 88.40 TOTAL PAYMENT AMOUNT 88.40 *	88.40 88.40
015959/00 TREESTRAP		
996 PO-110832 12/07/2010 2741	1 01-0000-0-4300-106-0000-8110-007-000 NN P 52.22 TOTAL PAYMENT AMOUNT 52.22 *	52.22 52.22
010415/00 TURF STAR INC	942525925	
871 PO-110727 12/07/2010 6680754-00	1 01-8150-0-5600-106-0000-8110-007-000 NN P 2,258.45 TOTAL PAYMENT AMOUNT 2,258.45 *	2,258.45 2,258.45
016252/00 WALTON ENGINEERING INC		
1291 PO-111071 12/07/2010 61800	1 01-7230-0-5600-112-0000-3600-007-000 NN F 110.00 TOTAL PAYMENT AMOUNT 110.00 *	110.00 110.00

81 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST J7931 APY500 H.02 BATCH: 0035 120910 << Open >> FUND : 01 GENERAL FUND	2.05 12/09/10 PAGE 6
Vendor/Addr Remit name Reg Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Liq Amt Net Amount
010952/00 WEST COAST FALCONRY	204525279	
1148 PO-110956 12/09/2010 001	1 01-8150-0-5800-106-0000-8110-007-000 NN P TOTAL PAYMENT AMOUNT 800.00 *	800.00 800.00 800.00
019842/00 WFCB-OSH COMMERCIAL SERVICES	954214111	
58 PO-110058 12/07/2010 5780-9700-1009-	9025 1 01-8150-0-4300-106-0000-8110-007-000 NN P TOTAL PAYMENT AMOUNT 181.71 *	181.71 181.71 181.71
022348/00 WILSON, SHERRY		
388 PO-110326 12/07/2010 10-86	1 01-7230-0-5800-112-0000-3600-007-000 NN P TOTAL PAYMENT AMOUNT 5.86 *	5.86 5.86 5.86
018321/00 WRIST-BAND.COM		
1187 PO-110998 12/07/2010 110998	1 01-5640-0-5800-601-9728-3140-017-086 YN F TOTAL PAYMENT AMOUNT 288.49 * TOTAL USE TAX AMOUNT 25.24	311.11 288.49 288.49
	TOTAL FUND PAYMENT 137,934.19 ** Total use tax amount 59.49	137,934.19

81 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST BATCH: 0035 120910 FUND : 09 CHARTER SCHOOLS	J7931 APY500 H.02 << Open >>	2.05 12/09/10 PAGE 7
Vendor/Addr Remit name Req Reference Date Description		ABA num Account num IT GOAL FUNC RES DEP T9MP	Liq Amt Net Amount
010669/00 ALHAMBRA & SIERRA SPRINGS		,	*********
295 PO-110264 12/07/2010 27036624779099 295 PO-110264 12/07/2010 27036624779099		01-0000-2700-016-000 NN P 01-1110-1000-016-000 NN P 38.98 *	7.80 7.80 31.18 31.18 38.98
022347/00 GIVE SOMETHING BACK			
1272 PO-111056 12/07/2010 1759155-0)3-1110-1000-018-000 NN F 4,221.16 *	1,221.16 1,221.16 1,221.16
	TOTAL FUND PAYMENT 1	.,260.14 **	1,260.14

81 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE P BATCH: 0035 120910 FUND : 11 AD	RELIST J7931 APY500 H << Open >> ULT EDUCATION FUND	1.02.05 12/09/10 PAGE 8
Vendor/Addr Remit name Reg Reference Date Description	Tax ID num Deposit ty FD	pe ABA num Account num RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Liq Amt Net Amount
011527/00 SIERRA BG OFFICE PRODUCTS			
1193 PO-110999 12/07/2010 2253051-0	1 11 Total Payment Amoun	-0030-0-5800-601-4130-1000-017-000 NN F T 22.83 *	27.83 22.83 22.83
	TOTAL FUND PAYM	ENT 22.83 **	22.83

H.02.05 12/09/10 PAGE 9	Liq Amt Net Amount	81,000.48 81,000.48 81,000.48
LE PRELIST J7931 APY500 << Open >> Child developmen fund	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	1 12-6105-0-5800-100-8500-1000-005-000 NN P 81,000.48 Payment Amount 81,000.48 *
BI CENTER UNIFIED SCHOOL DIST. ACCOUNTS PAYABI BATCH: 0035 120910 FUND : 12	Vendor/Addr Remit name Tax ID num Deposit type ABA num Account num Req Reference Date Description FD RESO POBJE SIT GOAL FUNC RES DEP T9MP Liq Amt Net Amount 018143/00 Curro Deverberent Commons you	TOTAL

81,000.48

81,000.48 **

PAYMENT

TOTAL FUND

81 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST J7931 APY500 H.02.05 BATCH: 0035 120910 << Open >> FUND : 13 CAFETERIA FUND	12/09/10 PAGE 10
Vendor/Addr Remit name Reg Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP Liv	g Amt Net Amount
010700/00 ARAMARK UNIFORM SERVICES INC		
148 PO-110137 12/07/2010 471338001	1 13-5310-0-5800-108-0000-3700-007-000 NN P 2 TOTAL PAYMENT AMOUNT 292.55 *	92.55 292.55 292.55
011602/00 DANIELSEN CO., THE		
134 PO-110123 12/07/2010 1390999 134 PO-110123 12/07/2010 1390999	2 13-5310-0-4300-108-0000-3700-007-000 N P 99 1 13-5310-0-4700-108-0000-3700-007-000 N P 8,3 TOTAL PAYMENT AMOUNT 9,369.70 *	95.85 995.85 73.85 8,373.85 9,369.70
022364/00 MYSCHOOLBUCKS LLC		
142 PO-110131 12/09/2010 2158	1 13-5310-0-5300-108-0000-3700-007-000 NN P 17 TOTAL PAYMENT AMOUNT 178.20 *	78.20 178.20 178.20
016279/00 P&R PAPER SUPPLY		
883 PO-110738 12/07/2010 NO1944-00	2 13-5310-0-4300-108-0000-3700-007-000 NN P 37 TOTAL PAYMENT AMOUNT 372.47 *	72.47 372.47 372.47
011423/00 PLATH DISTRIBUTION INC		
144 PO-110133 12/07/2010 8411	1 13-5310-0-4700-108-0000-3700-007-000 NN P 10,44 TOTAL PAYMENT AMOUNT 10,441.81 *	1.81 10,441.81 10,441.81
019993/00 PROPACIFIC FRESH		
 145 PO-110134 12/07/2010 WCRILES 145 PO-110134 12/07/2010 SPINELLI 145 PO-110134 12/07/2010 GLOBAL 145 PO-110134 12/07/2010 N.COUNTRY 145 PO-110134 12/07/2010 OAKHILL 145 PO-110134 12/07/2010 CHS 145 PO-110134 12/07/2010 DUDLEY 	1 13-5310-0-4700-108-0000-3700-007-000 NN P 1,41 1 13-5310-0-4700-108-0000-3700-007-000 NN P 56 1 13-5310-0-4700-108-0000-3700-007-000 NN P 41 1 13-5310-0-4700-108-0000-3700-007-000 NN P 52 1 13-5310-0-4700-108-0000-3700-007-000 NN P 66 1 13-5310-0-4700-108-0000-3700-007-000 NN P 1,68 1 13-5310-0-4700-108-0000-3700-007-000 NN P 44 TOTAL PAYMENT AMOUNT 5,731.36 *	10.38 1,410.38 88.01 588.01 7.33 417.33 21.65 521.65 44.40 664.40 87.29 1,687.29 12.30 442.30 5,731.36

81 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYAB Batch: 0035 120910 Fund : 13	ACCOUNTS PAYABLE PRELIST R: 0035 120910 D : 13 CAFETERIA FUND	J7931 AFY500 H << Open >>	H.02.05 12/09/10 PAGE	0 PAGE 11
Vendor/Addr Remit name Reg Reference Date Description	Tax ID num Deposit type FD RI	sit type FD RESO P OBJE	type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Lig Amt	Net Amount
011134/00 ROYAL CHEMICAL INC					
1305 PO-111086 12/07/2010 SI-76246	1 13-1 TOTAL PAYMENT AMOUNT	1 13-5310-0-4300-	i 13-5310-0-4300-108-0000-3700-007-000 NN F Mount 229,64 *	229.84	229.84 229.84
017730/00 SCHOOLHOUSE SOFTWARE INC.					
146 PO-110135 12/09/2010 MN0000973	1 13- TOTAL PAYMENT AMOUNT	1 13-5310-0-5612-	1 13-5310-0-5612-108-0000-3700-007-000 NN P Mount 271.74 *	271.74	271.74 271.74
020462/00 STAPLES ADVANTAGE	B41248716				
131 PO-110121 12/07/2010 105610153	1 13- Total Payment Amount	1 13-5310-0-4300-1 Amount	1 13-5310-0-4300-108-0000-3700-007-000 NN P Mount 66.09 *	66.09	66.09 66.09
	TOTAL FUND	PAYMENT 2	26,953.76 **		26,953.76

81 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST J7931 APY500 H.02 BATCH: 0035 120910 << Open >> FUND : 14 DEFERRED MAINTENANCE FUND	.05 12/09/10 PAGE 12
Vendor/Addr Remit name Req Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Liq Amt Net Amount
013988/00 BUTTES/CENTER STATE PIPE		
1197 PO~110992 12/07/2010 5005937438.001	1 14-0024-0-4300-106-9606-8110-007-000 NN F TOTAL PAYMENT AMOUNT 386.06 *	386.06 386.06 386.06
015699/00 CLARK SECURITY PRODUCTS		
1258 PO-111043 12/08/2010 SA02460801	1 14-0024-0-4300-106-9608-8110-007-000 NN F TOTAL PAYMENT AMOUNT 289.27 *	289.27 289.27 289.27
020742/00 LEGACY ROOFING & WATERPROOFING	522362959	
1268 PO-111048 12/08/2010 7001850-WO 1269 PO-111049 12/08/2010 7001849-WO 1270 PO-111050 12/08/2010 7001851-WO	l 14-0024-0-5600-106-9605-8110-007-000 NN F l 14-0024-0-5600-106-9605-8110-007-000 NN F l 14-0024-0-5600-106-9605-8110-007-000 NN F TOTAL PAYMENT AMOUNT 1,672.00 *	591.00 591.00 428.00 428.00 653.00 653.00 1,672.00
	TOTAL FUND PAYMENT 2,347.33 **	2,347.33

_

0/10 PAGE 13	. Net Amount		176.24 176.24	176.24	249,694.97
2.05 12/09	Liq Amt		176.24		
J7931 APY500 H.02.05 12/09/10 PAGE << Open >>	ccount num RES DEP T9MP		007-000 N P		0.00
	type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP		2 21-0000-0-6210-472-9630-8500-007-000 N P Mount 176.24 *	176.24 **	249,694.97 *** 59.49
ACCOUNTS PAYABLE PRELIST BATCH: 0035 120910 FUND : 21 BUILDING FUND	Tax ID num Deposit type FD RESO P	94-1257815	2 21-0000-0- Тотаг рахмент амоинт	TOTAL FUND PAYMENT	TOTAL BATCH PAYMENT TOTAL USE TAX AMOUNT
81 CENTER UNIFIED SCHOOL DIST.	Vendor/Addr Remit name Tax ID num Deposit type ABA num Account num Req Reference Date Description FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	010610/00 LIONAKIS-BEAUMONT DESIGN GROUP 94-1257815	PO-000075 12/08/2010 47520		

81 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST BATCH: 0036 0-batch FUND : 01 GENERAL FUND	J7931 APY500 H.(<< Open >>	02.05 12/09/10 PAGE 14
Vendor/Addr Remit name Req Reference Date Description	Tax ID num Deposit type FD RESO P OBJE S	ABA num Account num SIT GOAL FUNC RES DEP T9MP	Liq Amt Net Amount
010408/00 CAPITOL CITY PROPANE INC			
654 PO-110558 12/09/2010 CLOSE	1 01-8150-0-4300-1 Total Payment Amount	06-0000-8110-007-000 NN C 0.00 *	536.21 0.00 0.00
011132/00 FEDEX			
530 PO-110466 12/08/2010 close	1 01-8150-0-5901-1 Total Payment Amount	06-0000-8110-007-000 NN C 0.00 *	158.10 0.00 0.00
	TOTAL FUND PAYMENT	0.00 **	0.00
	TOTAL BATCH PAYMENT	0.00 *** 0.00	0.00
	TOTAL DISTRICT PAYMENT 249 TOTAL USE TAX AMOUNT	9,694.97 **** 0.00 59.49	249,694.97
	TOTAL FOR ALL DISTRICTS: 249 TOTAL USE TAX AMOUNT	9,694.97 **** 0.00 59.49	249,694.97

-

......

Number of warrants to be printed: 56, not counting voids due to stub overflows.

Batch status: A All

From batch: 0037

To batch: 0037

Include Revolving Cash: Y

Include Address: N

81 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST J8220 APY500 H. BATCH: 0037 12-16-1U <<< Open >> << Open >> FUND : 01 GENERAL FUND	H.02.05 12/16/10 PAGE	LO PAGE I
Addr Remit name Reference Date Des	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Lig Amt	Net Amount
021915/00 ADELANTE HIGH SCHOOL			
1373 PO-111143 12/15/2010 b-ball FEE	1 01-000-0-4300-475-3200-2700-015-000 NN F Total Payment Amount 550-00 *	550.00	550.00 550.00
010226/00 AIRGAS NCH	232491493		
187 PO-110181 12/15/2010 102726452	1 01-000-0-4300-472-1210-1000-014-000 NN P Totai Payment Amount 33.00 *	33.00	33.00 33.00
010002/00 ALDAR ACADEMY			
471 PO-110412 12/15/2010 NOV	1 01-6500-0-5800-102-5750-1180-003-000 NN P Total Payment Amount 2,838.40 *	2,838.40	2,838.40 2,838.40
010669/00 ALHAMBRA & SIERRA SPRINGS			
602 PO-110506 12/15/2010 27045224780B18	1 01-0000-0-4300-105-0000-7200-005-000 NN P Total Payment Amount 26.55 *	26.55	26.55 26.55
014733/00 ALL WEST COACHLINES INC.			
1346 PO-111121 12/15/2010 35406	1 01-7220-0-5810-472-9616-1050-014-000 NN F Total Payment Amount 2,499.00 *	2,499.00	2,499.00 2,499.00
019210/00 ANDREWS, JULIE			
1356 PO-111125 12/15/2010 REIMB	1 01-3010-0-5200-371-1110-1000-012-000 NN F Total Payment Amount 214.00 *	214.00	214.00 214.00
010400/00 ATET			
583 PO-110502 12/15/2010 24813481008413	1 01-0000-0-5902-106-0000-8110-007-000 NN P Total Fayment Amount 8.04 -	8.04	8.04 8.04
011481/00 ATET			
10 PO-110016 12/15/2010 C602223781777	1 01-000-0-5902-106-0006-8110-007-000 NN P Total Payment Amount 2,365.69 *	2,365.69	2,365.69 2,365.69

81 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST J8220 APY500 H.02.05 12/16/ BATCH: 0037 12-16-10 << Open >> FUND : 01 GENERAL FUND	10 PAGE 2
Vendor/Addr Remit name Reg Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP Liq Amt	Net Amount
011675/00 ATLT MESSAGING		
9 PO-110015 12/15/2010 6470984	1 01-0000-0-5902-106-0000-8110-007-000 NN P 720.00 TOTAL PAYMENT AMOUNT 720.00 *	720.00 720.00
021604/00 ATLAS DISPOSAL INDUSTRIES		
8 PO-110014 12/15/2010 GV000019-001 8 PO-110014 12/15/2010 19-002	1 01-0000-0-5550-106-0000-8110-007-000 NN P 213.97 1 01-0000-0-5550-106-0000-8110-007-000 NN P 736.00	213.97 736.00
8 PO-110014 12/15/2010 19-003 8 PO-110014 12/15/2010 19-004 8 PO-110014 12/15/2010 19-005	1 01-0000-0-5550-106-0000-8110-007-000 NN P 501.24 1 01-0000-0-5550-106-0000-8110-007-000 NN P 432.86 1 01-0000-0-5550-106-0000-8110-007-000 NN P 278.79	501.24 432.86 278.79
8 PO-110014 12/15/2010 19-006 8 PO-110014 12/15/2010 19-007 8 PO-110014 12/15/2010 19-008	1 01-0000-0-5550-106-0000-8110-007-000 NN P 391.85 1 01-0000-0-5550-106-0000-8110-007-000 NN P 1,435.02 1 01-0000-0-5550-106-0000-8110-007-000 NN P 223.30	391.85 1,435.02 223.30
8 PO-110014 12/15/2010 19-009	1 01-0000-0-5550-106-0000-8110-007-000 NN P 1,061.45 TOTAL PAYMENT AMOUNT 5,274.48 *	1,061.45 5,274.48
010142/00 AWARDS BY KAY		
1125 PO-110939 12/15/2010 GAVEL 1304 PO-111005 12/15/2010 NAME PLATES	1 01-0000-0-5800-120-0000-7110-001-000 NN F 48.94 1 01-0000-0-5800-120-0000-7110-001-000 NN F 155.51 TOTAL PAYMENT AMOUNT 204.45 *	48.94 155.51 204.45
016792/00 BAKER, KIM		
371 PO-110308 12/14/2010 reimb	1 01-7230-0-5800-112-0000-3600-007-000 NN P 9.73 TOTAL PAYMENT AMOUNT 9.73 *	9.73 9.73
010442/00 BAR HEIN	68-0316304	
1283 PO-111066 12/15/2010 344906	1 01-0000-0-4300-106-0000-8110-007-000 N P 72.48 TOTAL PAYMENT AMOUNT 72.48 *	72.48 72.48
016805/00 BATES, CHERYL		
729 PO-110612 12/15/2010 MILEAGE, INST	1 01-6500-0-5800-102-5750-1180-003-000 NY P 580.68 TOTAL PAYMENT AMOUNT 580.68 *	580.68 580.68

81 CENTER UNIFIED SCHOOL DIST.	BATCH: 0037 12-16-10 << Open >> FUND : 01 GENERAL FUND	2.05 12/16/10 PAGE 3
Vendor/Addr Remit name Reg Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	-
021235/00 BECKER, LEE ANN		,
784 PO-110648 12/15/2010 NOV	1 01-0000-0-5210-102-0000-3140-003-000 NN P TOTAL PAYMENT AMOUNT 47.00 *	47.00 47.00 47.00
015662/00 BEHAVIORAL EDUCATION FOR		
605 PO-110530 12/15/2010 10753285	1 01-6500-0-5800-102-5750-1180-003-000 NN P TOTAL PAYMENT AMOUNT 4,199.34 *	4,199.34 4,199.34 4,199.34
019075/00 BRIGHT FUTURES THERAPY		
781 PO-110645 12/15/2010 1976	1 01-6500-0-5800-102-5750-1180-003-000 NN P TOTAL PAYMENT AMOUNT 8,840.00 *	8,840.00 8,840.00 8,840.00
018173/00 BURGER PHYSICAL THERAPY SERV.		
1235 PO-111026 12/15/2010 NOV	1 01-6500-0-5800-102-5750-1180-003-000 NN P Total Payment Amount 500.00 *	500.00 500.00 500.00
010706/00 BURKE ENGINEERING CO		
15 PO-110021 12/15/2010 S3097197-2	1 01-8150-0-4300-106-0000-8110-007-000 NN P TOTAL PAYMENT AMOUNT 266.91 *	266.91 266.91 266.91
020540/00 CALIFORNIA AMERICAN WATER CO		
17 PO-110023 12/15/2010 05-0054874-8 17 PO-110023 12/15/2010 05-0054876-3 17 PO-110023 12/15/2010 05-0052956-5 17 PO-110023 12/15/2010 05-0052955-7 17 PO-110023 12/15/2010 05-0053100-9 17 PO-110023 12/15/2010 05-0053101-7 17 PO-110023 12/15/2010 05-0053101-7 17 PO-110023 12/15/2010 05-0481542-1 17 PO-110023 12/15/2010 05-0482625-6	1 01-0000-0-5540-106-0000-8110-007-000 NN P 1 01-0000-0-5540-106-0000-8110-007-000 NN P	275.04 275.04 116.64 116.64 1,655.98 1,655.98 1,588.53 1,588.53 644.19 644.19 2,289.29 2,289.29 2,266.81 2,266.81 847.62 847.62 1,708.97 1,708.97 640.44 640.44 12,033.51

81 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST J8220 APY500 H.0 BATCH: 0037 12-16-10 << Open >> FUND : 01 GENERAL FUND	02.05 12/16/10 PAGE 4
Vendor/Addr Remit name Reg Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Lig Amt Net Amount
010066/00 CALIFORNIA SCHOOL BOARD ASSN		
1279 PO-111060 12/15/2010 96299 1279 PO-111060 12/15/2010 96299	1 01-0000-0-5200-120-0000-7110-001-000 NN F 2 01-0000-0-9330-000-0000-0000-000 NN F TOTAL PAYMENT AMOUNT 1,600.00 *	800.00 800.00 800.00 800.00 1,600.00
010408/00 CAPITOL CITY PROPANE INC		
1329 PO-111096 12/15/2010 26003	1 01-7230-0-4308-112-0000-3600-007-000 NN P TOTAL PAYMENT AMOUNT 512.38 *	512.38 512.38 512.38
021036/00 CCHAT CENTER		
598 PO-110527 12/15/2010 CENTER11-10	1 01-6500-0-5800-102-5750-1180-003-000 NN P TOTAL PAYMENT AMOUNT 2,235.06 *	2,235.06 2,235.06 2,235.06
010407/00 CENTER UNIFIED REVOLVING FUND	00000000	
1394 PO-111126 12/15/2010 CK4011	1 01-3010-0-5211-371-1110-1000-012-000 NN F TOTAL PAYMENT AMOUNT 451.96 *	451.96 451.96 451.96
015699/00 CLARK SECURITY PRODUCTS		
20 PO-110026 12/16/2010 SA02299701	1 01-8150-0-4300-106-0000-8110-007-000 NN P TOTAL PAYMENT AMOUNT 17.24 *	17.24 17.24 17.24
021951/00 CLINE, SHERRY		
1374 PO-111144 12/15/2010 REIMB	1 01-3010-0-5200-371-1110-1000-012-000 NN F TOTAL PAYMENT AMOUNT 13.97 *	13.97 13.97 13.97
014864/00 COLORADO BOYS RANCH		
866 PO-110724 12/15/2010 NOV	1 01-6500-0-5800-102-5750-1180-003-000 NN P TOTAL PAYMENT AMOUNT 3,138.30 *	3,138.30 3,138.30 3,138.30

.....

81 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST BATCH: 0037 12-16-10 FUND : 01 GENERAL FUND	J8220 APYS00 H. << Open >>	02.05 12/16/10 PAGE 5
Vendor/Addr Remit name Req Reference Date Description	Tax ID num Deposit type FD RESO P OBJE SI	IT GOAL FUNC RES DEP T9MP	Lig Amt Net Amount
015718/00 CUSTOM BENEFIT ADMINISTRATORS			
PV-111048 12/15/2010 PREMIUM	01-0000-0-9552-00 TOTAL PAYMENT AMOUNT 2	00-0000-0000-000-000 NN 2,314.86 *	2,314.86 2,314.86
018110/00 DAY, LORI			
1397 PO-111165 12/15/2010 REIMB		1-1110-1000-012-000 NN F 14.10 *	14.10 14.10 14.10
015800/00 DISCOUNT SCHOOL SUPPLY			
1156 PO-110975 12/15/2010 P25211660101 1156 PO-110975 12/15/2010 D13203600101		1-9728-1000-017-082 NN P 1-9728-1000-017-082 NN F 140.94 *	4.11 4.11 155.01 136.83 140.94
018277/00 EASTER SEAL SOCIETY OF CA. INC			
826 PO-110695 12/15/2010 SEPT 826 PO-110695 12/15/2010 OCT	1 01-6500-0-5800-102	2-5750-1180-003-000 NN P 2-5750-1180-003-000 NN P ,984.50 *	1,323.00 1,323.00 661.50 661.50 1,984.50
020517/00 EDUCATIONAL DATA SYSTEMS			
1290 PO-111070 12/15/2010 12108381	1 01-0000-0-4300-103 Total Payment Amount	3-0000-2110-003-000 NN F 221.86 *	221.86 221.86 221.86
019262/00 ENTERPRISE RENT A CAR			
1385 PO-111153 12/15/2010 D844729	1 01-0000-0-5810-472 Total Payment Amount	2-1110-4000-014-915 NN F 39.36 *	39.36 39.36 39.36
022149/00 FITNESS FINDERS			
1223 PO-111015 12/15/2010 119505	TOTAL PAYMENT AMOUNT 1,	1-9728-1006-017-000 YN F ,114.48 * 97.52	1,148.40 1,114.48 1,114.48

81 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST J8220 APY500 H. BATCH: 0037 12-16-10 << Open >> FUND : 01 GENERAL FUND	02.05 12/16/10 PAGE 6
Req Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Lig Amt Net Amount
019881/00 GARCIA, REBEKAH		*******
PV-111049 12/16/2010 REIMBURSE GARNIS	TOTAL PAYMENT 01-0000-0-4300-105-0000-7200-005-000 NN TOTAL PAYMENT AMOUNT 443.00 *	443.00 443.00
017315/00 GENUINE PARTS COMPANY-SAC		
377 PO-110315 12/15/2010 NOV	1 01-7230-0-4300-112-0000-3600-007-000 NN P TOTAL PAYMENT AMOUNT 990.25 *	990.25 990.25 990.25
022347/00 GIVE SOMETHING BACK		
1233 PO-111025 12/15/2010 1756516 1301 PO-111082 12/15/2010 1761481-0 1307 PO-111087 12/15/2010 1761447-0 1311 PO-111089 12/15/2010 1762013-0 1334 PO-111105 12/15/2010 1763148-0	1 01-5640-0-4300-601-9728-1000-017-000 NN F 1 01-0000-0-4300-472-1260-1000-014-000 NN F 1 01-0000-0-4300-472-1251-1000-014-000 NN F 1 01-0000-0-4300-472-0000-2700-014-000 NN F 1 01-0000-0-4300-475-3200-2700-015-000 NN F TOTAL PAYMENT AMOUNT 561.89 *	29.25 29.25
010191/00 GRAINGER W.W. INC.		
35 PO-110037 12/15/2010 9405865743	1 01-8150-0-4300-106-0000-8110-007-000 NN P TOTAL PAYMENT AMOUNT 118.14 *	118.14 118.14 118.14
017718/00 GUIDING HANDS INC.		
814 PO-110704 12/15/2010 D10387,D10375	1 01-6500-0-5800-102-5750-1180-003-000 NN P TOTAL PAYMENT AMOUNT 5,263.74 *	5,263.74 5,263.74 5,263.74
010992/00 HARBOR FREIGHT TOOLS		
41 PO-110042 12/15/2010 01-582890	1 01-0000-0-4300-106-0000-8110-007-000 NN P TOTAL PAYMENT AMOUNT 173.97 *	173.97 173.97 173.97
019977/00 HARE, PATRICIA		
1390 PO-111158 12/15/2010 REIMB	1 01-3010-0-5211-371-1110-1000-012-000 NN F TOTAL PAYMENT AMOUNT 14.73 *	14.73 14.73 14.73

81 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST J8220 APY500 H.0 BATCH: 0037 12-16-10 << Open >> FUND : 01 GENERAL FUND	2.05 12/16/10 PAGE 7
Vendor/Addr Remit name Req Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Lig Amt Net Amount
017291/00 HILL, TONY		
1330 PO-111101 12/15/2010 REIMB	1 01-3010-0-5200-371-1110-1000-012-000 NN F TOTAL PAYMENT AMOUNT 214.00 *	214.00 214.00 214.00
017002/00 HOME DEPOT		
45 PO-110046 12/16/2010 4022852 46 PO-110047 12/15/2010 6035322532354507	1 01-8150-0-4300-106-0000-8110-007-000 NN P 1 01-0000-0-4300-106-0000-8110-007-000 NN P TOTAL PAYMENT AMOUNT 108.09 *	31.67 31.67 76.42 76.42 108.09
021032/00 HUNT, MATTHEW		
1350 PO-111123 12/15/2010 REIMB	1 01-0000-0-5200-120-0000-7110-001-000 NN F TOTAL PAYMENT AMOUNT 19.04 *	19.04 19.04 19.04
018990/00 INTERSTATE BATTERY SYSTEM		
1338 PO-111108 12/15/2010 616496 1338 PO-111108 12/15/2010 616496	2 01-0000-0-4300-472-9780-8110-014-000 NN F 1 01-8150-0-4300-106-0000-8110-007-000 NN F TOTAL PAYMENT AMOUNT 98.48 *	49.24 49.24 49.24 49.24 98.48
022170/00 JAPPERT, APRIL		
716 PO-110606 12/15/2010 NOV	l 01-6500-0-5800-102-5770-3600-003-000 NN P Total payment amount 248.00 *	248.00 248.00 248.00
016358/00 JERRY'S BACKFLOW TESTING	567629553	
1213 PO-111010 12/15/2010 3024,3025 1213 PO-111010 12/15/2010 3013	1 01-0000-0-5800-106-0000-8110-007-000 NY P 1 01-0000-0-5800-106-0000-8110-007-000 NY P TOTAL PAYMENT AMOUNT 614.50 *	524.50 524.50 90.00 90.00 614.50
010728/00 JOHNSTONE SUPPLY OF SACRAMENTO		
52 PO-110052 12/15/2010 27-51657066.002	1 01-8150-0-4300-106-0000-8110-007-000 NN P Total Payment Amount 30.44 *	30.44 30.44 30.44

- --

81 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST J8220 APY500 H.C BATCH: 0037 12-16-10 << Open >> FUND : 01 GENERAL FUND	2.05 12/16/10 PAGE 8
Vendor/Addr Remit name Req Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Liq Amt Net Amount
010609/00 KELLY MOORE PAINT CO		*********
53 PO-110053 12/15/2010 203-0000085045	1 01-8150-0-4300-106-0000-8110-007-000 NN P TOTAL PAYMENT AMOUNT 50.44 *	50.44 50.44 50.44
019798/00 KENT, ALLISON		
1339 PO-111120 12/15/2010 REIMB	1 01-3010-0-5200-371-1110-1000-012-000 NN F TOTAL PAYMENT AMOUNT 214.00 *	214.00 214.00 214.00
010212/00 LAKESHORE LEARNING MATERIALS		
1155 PO-110974 12/15/2010 1124601110	1 01-5640-0-4300-601-9728-1000-017-082 NN F TOTAL PAYMENT AMOUNT 61.81 *	59.75 61.81 61.81
020142/00 LOZANO SMITH		
1395 PO-111164 12/15/2010 18317	1 01-0000-0-5800-105-0000-7200-005-000 NE F TOTAL PAYMENT AMOUNT 121.88 *	121.88 121.88 121.88
010233/00 M B ELECTRONICS AV INC		
1163 PO-110960 12/15/2010 68051	1 01-0054-0-4300-371-1110-1000-012-000 YN F TOTAL PAYMENT AMOUNT 35.37 * TOTAL USE TAX AMOUNT 3.09	37.29 35.37 35.37
022172/00 MED TRANS MEDICAL/LEGAL		
618 PO-110531 12/15/2010 627	2 01-6500-0-5800-102-5750-1180-003-000 NN P TOTAL PAYMENT AMOUNT 7,050.00 *	7,050.00 7,050.00 7,050.00
022309/00 MEDICAB OF SACRAMENTO	205384496	
783 PO-110647 12/15/2010 RT1110	1 01-6500-0-5800-102-5750-1180-003-000 NN P TOTAL PAYMENT AMOUNT 395.50 *	395.50 395.50 395.50

81 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST J9220 APY500 H.(BATCH: 0037 12-16-10 << Open >> FUND : 01 GENERAL FUND	02.05 12/16/10	PAGE 9
Vendor/Addr Remit name Reg Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Liq Amt	Net Amount
022511/00 MOTEN-NAIR, PEGGY			
608 PO-110545 12/15/2010 MILEAGE,INST	1 01-6500-0-5800-102-5750-1130-003-000 NY P TOTAL PAYMENT AMOUNT 183.75 *	183.75	183.75 183.75
021511/00 OCCUPATIONAL THERAPY FOR			
619 PO-110532 12/15/2010 10-11-11	1 01-6500-0-5800-102-5750-1180-003-000 NN P TOTAL PAYMENT AMOUNT 229.50 •	229.50	229.50 229.50
017576/00 OFFICE DEPOT/BUS.SERVICES DIV			
1241 PO-111030 12/15/2010 541809701001 1255 PO-111039 12/15/2010 542683712001 1260 PO-111054 12/15/2010 542754534001	1 01-0000-0-4300-103-0000-2110-003-000 NN F 1 01-6500-0-4300-102-5770-1191-003-041 NN F 1 01-6500-0-4300-102-5770-1110-003-010 NN F TOTAL PAYMENT AMOUNT 312.07 *	106.35 25.80 179.94	106.35 25.80 179.92 312.07
010426/00 PAULS SAFE & LOCK	680260753		
61 PO-110061 12/15/2010 12543	1 01-8150-0-4300-106-0000-8110-007-000 NY P TOTAL PAYMENT AMOUNT 8.39 *	8.39	8.39 8.39
011345/00 PLACER LEARNING CENTER			
653 PO-110557 12/15/2010 NOV	1 01-6500-0-5800-102-5750-1180-003-000 NN P TOTAL PAYMENT AMOUNT 8,018.20 •	8,018.20	8,018.20 8,018.20
020223/00 PLANK ROAD PUBLISHING INC			
1171 PO-110967 12/15/2010 C31072	1 01-0054-0-4300-236-1110-1000-009-000 YN F TOTAL PAYMENT AMOUNT 596.50 * TOTAL USE TAX AMOUNT 52.19	644.63	596.50 596.50
014069/00 PLATT ELECTRIC SUPPLY			
64 PO-110064 12/15/2010 8717792 64 PO-110064 12/15/2010 8717651	1 01-8150-0-4300-106-0000-8110-007-000 NN P 1 01-8150-0-4300-106-0000-8110-007-000 NN P TOTAL PAYMENT AMOUNT 110.97 •	36.27 74.70	36.27 74.70 110.97

81 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST J8220 APY500 H.0 BATCH: 0037 12-16-10 << Open >> FUND : 01 GENERAL FUND	2.05 12/16/10 PAGE 10
Vendor/Addr Remit name Reg Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	
021194/00 PRUDENTIAL OVERALL SUPPLY INC		
119 PO-110111 12/15/2010 1182-00 186 PO-110180 12/15/2010 11823-02 186 PO-110180 12/15/2010 11823-02 380 PO-110318 12/15/2010 11823-01	1 01-0000-0-5800-111-0000-8200-007-000 NN P 4 01-0000-0-5800-472-1203-1000-014-000 NN P 3 01-0000-0-5800-472-1210-1000-014-000 NN P 1 01-7230-0-5800-112-0000-3600-007-000 NN P TOTAL PAYMENT AMOUNT 475.56 *	
015716/00 QUALITY PRODUCTS INC		
1274 PO-111061 12/15/2010 30381A	1 01-3010-0-4300-371-1110-1000-012-000 YN F TOTAL PAYMENT AMOUNT 141.60 * TOTAL USE TAX AMOUNT 12.39	153.21 141.60 141.60
021678/00 RANCHO LEARNING CENTER JRHS		
694 PO-110576 12/15/2010 CENTER112010	1 01-6500-0-5800-102-5750-1180-003-000 NN P TOTAL PAYMENT AMOUNT 12,624.40 *	12,624.40 12,624.40 12,624.40
014245/00 RAY, CANDACE		
1391 PO-111159 12/15/2010 REIMB	1 01-0000-0-4300-371-1110-1000-012-000 N F TOTAL PAYMENT AMOUNT 90.37 *	90.37 90.37 90.37
014339/00 RED ROCK CANYON SCHOOL		
695 PO-110577 12/15/2010 3569	1 01-6500-0-5800-102-5750-1180-003-000 NN P TOTAL PAYMENT AMOUNT 2,500.00 *	2,500.00 2,500.00 2,500.00
017485/00 REGISTRATIONS FOR YOU		
1384 PO-111152 12/15/2010 CATHY CUMMINGS	1 01-3550-0-5200-472-1110-1000-014-000 NN F TOTAL PAYMENT AMOUNT 295.00 *	295.00 295.00 295.00
010546/00 RIVERSIDE PUBLISHING CO.		
1242 PO-111031 12/15/2010 946683443	1 01-6500-0-4300-102-5770-1120-003-024 NN F TOTAL PAYMENT AMOUNT 106.09 *	110.06 106.09 106.09

81 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST J8220 APY500 H.0 BATCH: 0037 12-16-10 << Open >> FUND : 01 GENERAL FUND	2.05 12/16/10 PAGE 11
Req Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Lig Amt Net Amount
010552/00 SAC VAL JANITORIAL		
118 PO-110110 12/15/2010 01921514 903 PO-110753 12/15/2010 01920500	1 01-0000-0-4300-111-0000-8200-007-000 NN P 1 01-0000-0-9320-000-0000-0000-000 NN P TOTAL PAYMENT AMOUNT 461.95 *	353.44 353.44 108.51 108.51 461.95
021460/00 SACRAMENTO COUNTY OFFICE OF		
1335 PO-111106 12/15/2010 110816	1 01-3010-0-5200-371-1110-1000-012-000 NN F TOTAL PAYMENT AMOUNT 1,250.00 -	1,250.00 1,250.00 1,250.00
010266/00 SACRAMENTO COUNTY UTILITIES		
72 PO-110072 12/15/2010 50000918618 72 PO-110072 12/15/2010 50000918556 72 PO-110072 12/15/2010 50000918485	1 01-0000-0-5540-106-0000-8110-007-000 N P 1 01-0000-0-5540-106-0000-8110-007-000 N P 1 01-0000-0-5540-106-0000-8110-007-000 N P TOTAL PAYMENT AMOUNT 3,622.77 *	
016337/00 SAECHOA, PA		
613 PO-110513 12/15/2010 OCT,NOV	1 01-6500-0-5800-102-5770-3600-003-000 NN P TOTAL PAYMENT AMOUNT 360.00 *	360.00 360.00 360.00
018912/00 SAFETY-KLEEN CORPORATION		
384 PO-110322 12/15/2010 52640612,CM017410	91 1 01-7230-0-5800-112-0000-3600-007-000 NN P TOTAL PAYMENT AMOUNT 559.84 *	559.84 559.84 559.84
013973/00 SAMBA HOLDINGS INC		
385 PO-110323 12/15/2010 01339-44-IN	1 01-7230-0-5600-112-0000-3600-007-000 NN P TOTAL PAYMENT AMOUNT 19.00 *	19.00 19.00 19.00
020981/00 SAVE MART SUPERMARKETS		
503 PO-110442 12/15/2010 2581455 1123 PO-110937 12/15/2010 2581501 1123 PO-110937 12/15/2010 2581458	1 01-0000-0-4300-601-9728-1006-017-000 NN P 1 01-5640-0-4300-601-9728-1000-017-000 NN P 1 01-5640-0-4300-601-9728-1000-017-000 NN P TOTAL PAYMENT AMOUNT 102.52 *	26.62 26.62 33.64 33.64 42.26 42.26 102.52

81 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST J8220 APY500 H.02.05 12 BATCH: 0037 12-16-10 << Open >> FUND : 01 GENERAL FUND	/16/10 PAGE 12
Vendor/Addr Remit name Req Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP Liq	Amt Net Amount
014786/00 SCHOOL SPECIALTY	390971239	
158 PO-110147 12/15/2010 308100702117 158 PO-110147 12/15/2010 208104900491 394 PO-110345 12/15/2010 208104575253 394 PO-110345 12/15/2010 308100715282 394 PO-110345 12/15/2010 208104900488 1259 PO-111053 12/15/2010 208105307661	1 01-6500-0-4300-102-5001-2700-003-000 NN P 1,585 1 01-6500-0-4300-102-5001-2700-003-000 NN F 213 1 01-6500-0-4300-102-5770-1110-003-011 NN P 19 1 01-6500-0-4300-102-5770-1110-003-011 NN F 316 1 01-6500-0-4300-102-5770-1110-003-011 NN F 233 1 01-6500-0-4300-102-5750-1110-003-011 NN F 221 TOTAL PAYMENT AMOUNT 2,159.28 *	.39 26.42 .03 19.03 .83 316.83 .84 26.42
021404/00 SEELE, TINA		
1372 PO-111142 12/15/2010 REIMB	1 01-3010-0-5211-371-1110-1000-012-000 NN F 199 TOTAL PAYMENT AMOUNT 199.76 *	.76 199.76 199.76
010826/00 SHIFFLER EQUIPMENT SALES INC		
76 PO-110076 12/16/2010 1032008100	1 01-8150-0-4300-106-0000-8110-007-000 NN P 47 TOTAL PAYMENT AMOUNT 47.03 *	.03 47.03 47.03
019222/00 SIERRA PEDIATRICS	942869623	
629 PO-110538 12/15/2010 CABA-000001	1 01-6500-0-5800-102-5750-1180-003-000 NY P 1,125 TOTAL PAYMENT AMOUNT 1,125.00 *	.00 1,125.00 1,125.00
022468/00 SIVIGLIA, HANNAH		
1389 PO-111157 12/15/2010 REIMB	1 01-3010-0-5211-371-1110-1000-012-000 NN F 16 TOTAL PAYMENT AMOUNT 16.69 *	.69 16.69 16.69
018221/00 SMITH-LEHMANN, REBECCA		
1323 PO-111114 12/15/2010 REIMB	1 01-5640-0-4300-601-9728-3150-017-000 N F 289 TOTAL PAYMENT AMOUNT 289.68 *	.68 289.68 289.68
014558/00 SPURR		
82 PO-110082 12/15/2010 35631	1 01-0000-0-5520-106-0000-8110-007-000 NN P 2,980 TOTAL PAYMENT AMOUNT 2,980.33 *	.33 2,980.33 2,980.33

81 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST J8220 APY500 H.0 BATCH: 0037 12-16-10 << Open >> FUND : 01 GENERAL FUND	02.05 12/16/10 PAGE 13
Vendor/Addr Remit name Reg Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Liq Amt Net Amount
018370/00 STANLEY CONVERGENT SECURITY		
83 PO-110083 12/15/2010 7560119985	1 01-0000-0-5800-106-0000-8110-007-000 NN P TOTAL PAYMENT AMOUNT 194.97 *	194.97 194.97 194.97
020462/00 STAPLES ADVANTAGE	841248716	
1295 PO-111075 12/15/2010 105837972 1295 PO-111075 12/15/2010 105837972	1 01-0000-0-4300-371-1110-1000-012-000 NN F 2 01-3010-0-4300-371-1110-1000-012-000 NN F TOTAL PAYMENT AMOUNT 121.80 *	
021989/00 TIME SYSTEMS		
1314 FO-111093 12/15/2010 1174022	1 01-7230-0-5612-112-0000-3600-007-000 NN F Total payment amount 195.00 *	195.00 195.00 195.00
014863/00 UHS SCHOOLS		
634 PO-110540 12/15/2010 NOV	1 01-6500-0-5800-102-5750-1180-003-000 NN P TOTAL PAYMENT AMOUNT 1,865.90 *	1,865.90 1,865.90 1,865.90
015191/00 WACHOB, CYNTHIA		
612 PO-110512 12/16/2010 NOV	1 01-6500-0-5210-102-5060-2110-003-000 N P Total Payment Amount 150.00 *	150.00 150.00 150.00
018993/00 WEST GROUP PAYMENT CENTER		
912 PO-110760 12/15/2010 6069081815	1 01-0000-0-4200-472-0000-2700-014-000 NN F TOTAL PAYMENT AMOUNT 43.39 *	43.39 43.39 43.39
022348/00 WILSON, SHERRY		
388 PO~110326 12/15/2010 REIMB	1 01-7230-0-5800-112-0000-3600-007-000 NN P Total Payment Amount 21.75 •	21.75 21.75 21.75

81 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST J8220 APY500 H.0 BATCH: 0037 12-16-10 << Open >> FUND : 01 GENERAL FUND	2.05 12/16/10 PAGE 14
Vendor/Addr Remit name Req Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Liq Amt Net Amount
019497/00 WOODS, HEATHER		
1388 PO-111156 12/15/2010 REIMB	1 01-0000-0-4300-472-0000-2700-014-000 NN F TOTAL PAYMENT AMOUNT 32.47 *	32.47 32.47 32.47
018924/00 YEE, MELVIN		
1328 PO-111100 12/15/2010 REIMB	1 01-6500-0-4300-102-5770-1120-003-023 NN F TOTAL PAYMENT AMOUNT 423.43 *	423.43 423.43 423.43
	TOTAL FUND PAYMENT 113,844.50 TOTAL USE TAX AMOUNT 165.19	113,844.50

81 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST J8220 APY500 H.0 BATCH: 0037 12-16-10 << Open >> FUND : 09 CHARTER SCHOOLS	2.05 12/16/10 PAGE 15
Vendor/Addr Remit name Req Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Liq Amt Net Amount
010669/00 ALHAMBRA & SIERRA SPRINGS		
1349 PO-111129 12/15/2010 27061755439215	1 09-0700-0-4300-503-1110-1000-018-000 NN F TOTAL PAYMENT AMOUNT 58.04 *	58.04 58.04 58.04
011481/00 ATST		
343 PO-110293 12/15/2010 C602223781777	1 09-0700-0-5902-503-0000-2700-018-000 NN P Total Payment Amount 52.09 •	52.09 52.09 52.09
018158/00 BORDERS INC.		
1336 PO-111128 12/15/2010 0-553-27258	1 09-6300-0-4200-501-1110-1000-016-000 NN F TOTAL PAYMENT AMOUNT 60.51 •	60.51 60.51 60.51
018597/00 CALIFORNIA COMPUTER CORP		
1351 PO-111162 12/16/2010 111162	1 09-0700-0-4400-503-1110-1000-018-000 NN F TOTAL PAYMENT AMOUNT 2,525.50 *	2,525.50 2,525.50 2,525.50
015551/00 COUNTY OF SACRAMENTO		
1358 PO-111163 12/15/2010 10000157	1 09-0700-0-8699-000-0000-0000-000 N F Total Payment Amount 1,311.03 •	1,311.03 1,311.03 1,311.03
020377/00 EGAN, DANISE		
1354 PO-111131 12/15/2010 REIMB 1354 PO-111131 12/15/2010 REIMB	2 09-0000-0-4300-501-1208-1000-016-777 NN F 1 09-6300-0-4300-501-1110-1000-016-000 NN F TOTAL PAYMENT AMOUNT 57.41 *	
019170/00 EXCEL PHOTOGRAPHERS		
1352 PO-111130 12/15/2010 1888	1 09-0700-0-5800-503-1110-1000-018-000 NN F TOTAL PAYMENT AMOUNT 2,001.88 *	2,001.88 2,001.88 2,001.88

BI CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST BATCH: 0037 12-16-10 Fund : 09 CHARTER SCHOOLS	<< Open >>	2.05 12/16/10 PAGE 16
Vendor/Addr Remit name Req Reference Date Description	Tax ID num Deposit type FD RESO P OBJE	ABA num Account num SIT GOAL FUNC RES DEP T9MP	Liq Amt Net Amount
022347/00 GIVE SOMETHING BACK		**********	
1276 PO-111057 12/15/2010 1759937-0	1 09-0700-0-4300 Total Payment Amount	-503-1110-1000-018-000 NN F 145.71 *	145.71 145.71 145.71
017186/00 HERFF JONES INC.			
1359 PO-111132 12/15/2010 001065567,00105	1843 1 09-0700-0-5800- Total Payment Amount	-503-1110-1000-018-000 NN F 261.26 *	261.26 261.26 261.26
020704/00 SHIRA, KEVIN			
1342 PO-111109 12/15/2010 REIMB	1 09-0000-0-3404- Total Payment Amount	-501-0000-2700-000-000 NN F 50.00 *	50.00 50.00 50.00
	TOTAL FUND PAYMENT	6,523.43 **	6,523.43

BI CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST BATCH: 0037 12-16-10 Fund : 11 ADULT EDU	BLE PRELIST -10 Adult Education fund	J8220 APY500 << Open >>	H.02.05 12/16/10 PAGE	6/10 PA	38 17
vendor/Addr Remit name Rog Reference Date Description	Tax ID num Deposit type FD RE	it type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	ABA NUM ACCOUNT NUM T GOAL FUNC RES DEP T9M	e Lig Amt		Net Amount
		iprings		8000		
197 PO-110:90 12/15/2010 27018317069912	1 11-(Total Payment Amount	J030-0-4300-601 -	4130-1000-017-000 NK 1 14.06 *	14.06		14.06 14.06
011481/00 AT&T						
196 PO-110189 12/15/2010 C602223781777	1 11-(TOTAL PAYMENT AMOUNT	JO30-0-5902-601 -	4130-1000-017-000 NN I 15.14 *	15,14	7	15.14 15.14
	TOTAL FUND	PAYMENT 29.	29.20 **			29.20

18	ount	1.62 1.62
PAGE	let Amo	57,401.62 57,401.62
H.02.05 12/16/10 PAGE	Liq Amt Net Amount	
H-0.	4W6	а. Х
J8220 APY500 << Open >>	ABA NUM ACCOUNT NUM T GOAL FUNC RES DEP T9M	05-000 N
JB220 AP) << Open >>	um Ac L FUNC R	0-1000-0 62 *
ACCOUNTS PAYABLE PRELIST BATCH: 0037 12-16-10 FUND : 12 CHILD DEVELOPMEN FUND	Vendor/Addr Remit name Tax ID num Deposit type ABA num Account num Req Reference Date Description FD Reg Reference Date Description I and Net Amount 018143/00 CHILD DEVELOPMENT CENTRES INC	1 12-6105-0-5800-100-8500-1000-005-000 NN P 57,401.62 Total Payment Amount 57,401.62 *
DIST.	Vendor/Addr Remit name Req Reference Date Description 018143/00 CHILD DEVELOPMENT CENTERS INC	10 5030-1010
SCHOOL	t name Date	12/15/20
81 CENTER UNIFIED SCHOOL DIST.	Vendor/Addr Remit name Req Reference Date 	950 ₽0-110807 12/15/2010 5030-1010

57,401.62

57,401.62 **

PAYMENT

TOTAL FUND

81 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST J8220 BATCH: 0037 12-16-10 << Op FUND : 13 CAFETERIA FUND	D APY500 H.02.05 12/16/ pen >>	10 PAGE 19
Vendor/Addr Remit name Req Reference Date Description	Tax ID num Deposit type ABA num FD RESO P OBJE SIT GOAL FUNC	Account num C RES DEP T9MP Lig Amt	Net Amount
020098/00 BIG TRAY	830503020		
130 PO-110120 12/15/2010 532825	1 13-5310-0-4400-108-0000-3700 Total Payment Amount 220.76 *)-007-000 NN P 220.76	220.76 220.76
011255/00 SARA LEE BAKERY GROUP			
137 PO-110126 12/16/2010 92981878	1 13-5310-0-4700-108-0000-3700 TOTAL PAYMENT AMOUNT 2,194.14 •	D-007-000 NN P 2,194.14	2,194.14 2,194.14
017334/00 SEVEN UP BOTTLING CO. OF S.F.			
967 PO-110809 12/15/2010 2190307733	1 13-5310-0-4700-108-0000-3700 Total Payment Amount 388.80 *	D-007-000 NN P 388.80	388.80 388.80
011422/00 SYSCO OF SAN FRANCISCO			
135 PO-110124 12/16/2010 095638 135 PO-110124 12/16/2010 095638 135 PO-110124 12/16/2010 095638	2 13-5310-0-4300-108-0000-3700 1 13-5310-0-4700-108-0000-3700 3 13-5310-0-4700-108-0000-3700 TOTAL PAYMENT AMOUNT 13,705.07 •	-007-000 NN F 4,481.86	
	TOTAL FUND PAYMENT 16,508.77 **		16,508.77

81 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST J8220 APY500 H.02.05 12/16/10 PA BATCH: 0037 12-16-10 << Open >> FUND : 14 DEFERRED MAINTENANCE FUND	GE 20
Vendor/Addr Remit name Req Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP Liq Amt Net	Amount
011374/00 CAPITOL MECHANICAL INC		
1178 PO-110983 12/15/2010 10167		,370.00 ,370.00
015699/00 CLARK SECURITY PRODUCTS		
1345 PO-111119 12/15/2010 SA02726701		289.27 289.27
014069/00 PLATT ELECTRIC SUPPLY		
1097 PO-110925 12/15/2010 8543524	1 14-0024-0-4300-106-9603-8110-007-000 NN F 211.03 TOTAL PAYMENT AMOUNT 89.23 *	89.23 89.23
	TOTAL FUND PAYMENT 3,748.50 ** 3,	748.50

81 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST J8220 APY500 H.02.05 12/16/10 PAGE BATCH: 0037 12-16-10 << Open >> FUND : 21 BUILDING FUND
Vendor/Addr Remit name Reg Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP Liq Amt Net Amo
014069/00 PLATT ELECTRIC SUPPLY	
014069/00 PLATT ELECTRIC SUPPLY 1387 PO-111155 12/15/2010 8673828	1 21-0000-0-6236-472-9630-8500-007-000 NN F 1,048.20 1,048 TOTAL PAYMENT AMOUNT 1,048.20 * 1,048

81 CENTER UNIFIED SCHOOL DIST.	ACCOUNTS PAYABLE PRELIST BATCH: 0037 12-16-10 FUND : 25 CAPITAL FACILITIES	J8220 APY500 << Open >> ; FUND	H.02.05 12/16/	10 PAGE 22
Vendor/Addr Remit name Req Reference Date Description		BA num Account nu GOAL FUNC RES DEP 1		Net Amount
017390/00 BALTZLEY, ERIC				
1396 PO-111127 12/15/2010 REFUND	1 25-0000-0-8681-000 Total Payment Amount 5,	-0000-0000-000-000 1 477.25 *	NN F 5,477.25	5,477.25 5,477.25
	TOTAL FUND PAYMENT 5,	477.25 **		5,477.25
		581.47 ••• 165.19	0.00	204,581.47
		581.47 •••• 165.19	0.00	204,581.47
	•	581.47 **** 165.19	0.00	204,581.47

Number of warrants to be printed: 114, not counting voids due to stub overflows.

AGENDA ITEM # XV- 1

Center	Unified	School	District
--------	---------	--------	----------

		AGENDA REQUEST FOR:
Dept./Site:	Wilson C. Riles Middle School	
Date:	December 8, 2010	Action Item
То:	Board of Trustees	Information Item <u>X</u>
From:	Joyce Frisch, Principal	# Attached Pages
Principal's	Initials:	
en i lande in de l'estan e rien i de lande de lande de lande de lande de lande de lande de la de la de la de la		
SUBJECT:		
Sacramento training is d following da Cost of Moo be used to attendance 29, 2011, F \$1,250.00 a	dule 1 is \$1,250.00 and Title 1 fund pay for this portion of the training p	nistrator Training Program. The l includes attendance on the 18-19, 2011, February 23-24, 2011. ds for professional development will program. Module 2/3 includes 4, 2010, January 4, 2011, January , 2011. Cost of Module 2/3 is from AB 430 Grant which will be





Center	Joint Unified Sch	ool District	
Dept./Site:	Personnel Department	AGENDA REQUEST FOR:	
Date:	January 19, 2011	Action Item	
То:	Board of Trustees	Information Item <u>X</u>	
From:	George Tigner Chief Administrative Officer	# Attached Pages	
	V		
SUBJECT:	CSEA 2010/2011 Sunshin	e Proposal Articles	
	The Classified Employees Association has submitted the following articles to be negotiated during the 2010-11 school year:		
Article XIX – Wages, increase COLA with availability of funds Article XX – Health & Welfare Benefits, increase District portion Article VI – Hours, Breaks and Lunches New Article – Professional Growth			
RECOMM	ENDATION:		
	AGE	NDA ITEM # XV-2	