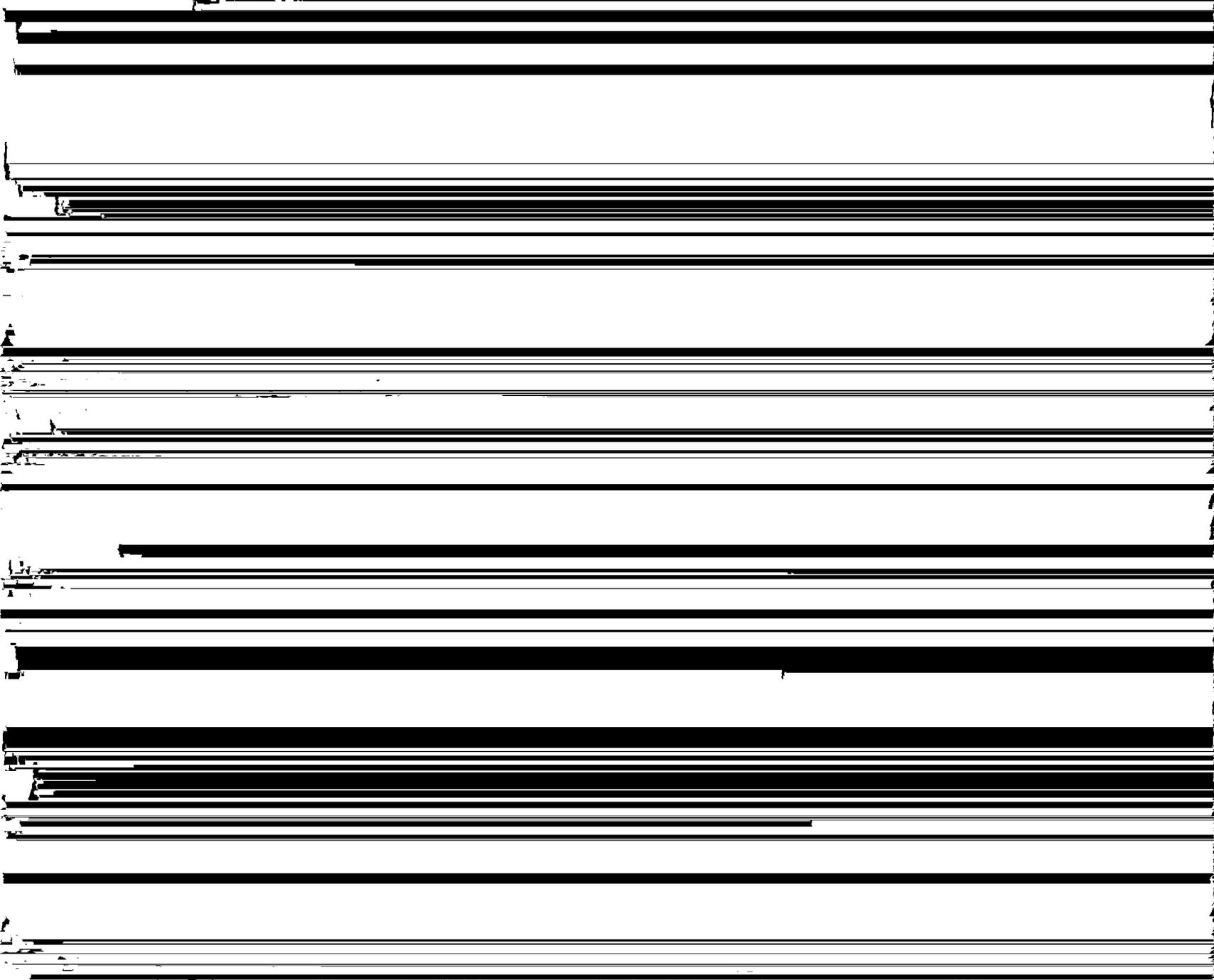


RESOLUTION NO. _____

EXECUTION OF MEMORANDUM OF UNDERSTANDING

WHEREAS, In July, 1987, Sacramento Cable Television filed that certain action entitled Sacramento Cable Television v. City Sacramento et al., U.S. District Court No. CIVS-87-1099 MLS; and,

WHEREAS, On November 24, 1987, the Sacramento Metropolitan Cable Television Commission filed a counterclaim and third party complaint; and



COPY

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into

[REDACTED]

MEMORANDUM OF UNDERSTANDING

and apart from the Franchising Ordinance which created a limited purpose, noncompetitive right of entry for cable television operators into the public rights-of-way of the Sacramento community ("the Licensing Ordinance").

F. Pursuant to the provisions of the Franchising Ordinance, SCT entered into certain contracts (the "Grantee Contracts") with certain nonprofit program providers, namely Sacramento Community Cable Foundation ("Foundation"), Sacramento County Corporation for Educational Telecommunications ("Education Consortium"), Central California Educational Television, public radio station KXPR, Interfaith Service Bureau, Inc., dba Religious Coalition, and Commission as agent for the Public Entities (all of the foregoing collectively, "Grantees").

G. In July, 1987, SCT filed that certain action entitled *Sacramento Cable Television v. City of Sacramento et al.*, U.S. District Court No. CIVS-87-1099 MLS. Thereafter, the Commission filed a counterclaim and third party complaint.

H. The parties desire to resolve all of the remaining claims between the Franchise Entities and the Public Entities without the necessity of further litigation and derive a certainty of their relationship by means of the Agreement envisioned by this MOU.

In light of the foregoing recitals, the parties hereto wish to document the following understandings.

Understandings

1. Waiver and Estoppel.

The parties hereto acknowledge that, inasmuch as the effect of the Agreement envisioned by this MOU is to substantially reduce and/or eliminate many of the public benefits obtained from the franchising process and the Franchise Agreement with the Franchise Entities, it is the intent of the parties to secure an assured stream of cash payments to the Commission for the benefit of the Public Entities, notwithstanding any change, modification, and/or clarification of law.

The parties acknowledge that it is possible, and the Franchise Entities believe likely, that the Franchise Entities could ultimately obtain a final judgment from a court of competent jurisdiction that substantially all of the obligations of its Franchise Agreement with the Public Entities, including without limitation some or all of the franchise fee obligations, could be determined to be unconstitutional or otherwise void and unenforceable.

MEMORANDUM OF UNDERSTANDING

Nonetheless, the Franchise Entities desire to enter into the Agreement envisioned by this MOU so as to, *inter alia*,

MEMORANDUM OF UNDERSTANDING

subsequent audit, shall be reduced by the amount of earned franchise fees which were earned by the Commission between July 1, 1987 and December 31, 1987 and such adjusted Prepaid Franchise Fee Account as of December 31, 1987 shall become the property of the Commission upon the effective date of the Agreement envisioned by this MOU, shall be deemed forgiven and discharged as of the effective date of the Agreement envisioned by this MOU and said forgiveness and discharge shall be deemed a settlement payment.

b. **Lump Sum Settlement Payment.** Upon the effective date of the Agreement envisioned by this MOU, Franchise Entities will pay to Commission a lump sum payment of Fifteen Million Two Hundred Fifty Thousand Dollars (\$15.25 million) (the "Lump Sum Payment"), less the Good Faith Deposit defined in Section 9.c below.

c. **Fixed Settlement Payments.** In addition to the foregoing lump sum payment, Franchise Entities will pay to Commission the following additional settlement payments (the "Fixed Payments") in accord with the following schedule:

(1) on October 1, 1993 the sum of Two Hundred Fifty Thousand Dollars (\$250,000), said amount to be increased or decreased by the amount by which the balance of the Prepaid Franchise Fee Account as of December 31, 1987 is, as the case may be, less than or more than One Million Seven Hundred Thousand Dollars (\$1.7 million);

(2) on January 1, 1994 the sum of Seven Hundred Fifty Thousand Dollars (\$750,000); and

(3) on April 1, 1994, July 1, 1994, October 1, 1994, January 1, 1995, April 1, 1995, July 1, 1995, October 1, 1995 and January 1, 1996 payments each in the sum of Six Hundred Twenty Five Thousand Dollars (\$625,000).

d. **Variable Settlement Payments.** Beginning May 1, 1996 and quarterly thereafter on August 1, November 1, February 1, and May 1 so long as Franchise Entities shall operate a cable television system in the Sacramento community, Franchise Entities will pay to Commission additional settlement payments (the "Variable Payments") in an amount equal to the lowest of:

(1) an amount derived when the gross revenues of SCT for the preceding three month period ending, respectively, March 31, June 30, September 30, and December 31, are multiplied by a fraction, the numerator of which is Two Million Five Hundred Thousand Dollars (\$2,500,000) and the denominator of which is the gross revenues of SCT for the period from January 1, 1995 through December 31, 1995, or

MEMORANDUM OF UNDERSTANDING

(2) an amount equal to five percent (5%) of SCT's gross revenues for that quarterly period; or

(3) an amount equal to the maximum amount of franchise fees which, but for the Agreement envisioned by this MOU, could have been imposed by the Public Entities upon the Franchise Entities for the period in question under then applicable law; or

(4) an amount equal to the amount derived then the gross revenues of SCT for such quarterly period is multiplied by a fraction, the numerator of which is the total amount of franchise or license fees which shall have been imposed on any franchisee or licensee (other than SCT, and other than any person or entity in litigation with the Public Entities as of the effective date of the Agreement envisioned by this MOU) for such quarterly period and the denominator of which is such franchisee's or licensee's gross revenues for such quarterly period.

For purposes of subpart (3) of this section, the "maximum amount of franchise fees which, but for the Agreement

MEMORANDUM OF UNDERSTANDING

(\$50,000) by the Franchise Entities upon the effective date of the Agreement envisioned by this MOU, Commission will grant to Franchise Entities as of the effective date of the Agreement envisioned by this MOU, an irrevocable option to extend the current franchise term to and including December 23, 2023. Said option shall be granted as of the effective date of the Agreement envisioned by this MOU. The option to extend the current term shall be exercisable by Franchise Entities by giving written notice of its exercise on or before December 23, 2003.

Such extension shall be effective immediately upon receipt of such notice by the Commission, without any further action on the part of the Commission and shall not be conditioned in any way upon approval by any of the Public Entities, nor shall the exercise of the aforesaid option be subject to any requirement for prior public hearing or any other requirement of any kind. Moreover, the Franchise Entities shall retain all right to seek further extensions or renewals beyond that provided for herein, subject to all then applicable provisions of the Franchise Agreement and other laws.

4. PEG Access Provisions.

a. PEG Access Channel Capacity. The Franchise Entities shall make available to Commission and to nonprofit entities designated from time to time by Commission, so long as the cable television system shall operate and without regard to subsequent changes of law, if any, the channel capacity specified in Section 5.75.212 of the Licensing Ordinance for public, governmental and educational access use ("PEG Access Channels"). The Commission acknowledges that the PEG Access Channels currently provided by the Franchise Entities satisfy the configuration and other requirements of the aforesaid section 5.75.212.

b. Termination of Grantee Contracts. The Franchise Entities and Public Entities will mutually undertake all necessary actions to terminate the Grantee Contracts forthwith, and use their best efforts to complete all such actions prior to or simultaneously with the effective date of the Agreement envisioned by this MOU. The parties intend that the termination of the Grantee contracts shall be a provision and condition of the stipulated Judgment of the Court.

c. Delivery of Equipment. The Franchise Entities are in possession of certain equipment, identified in Exhibit A hereto, which was to have been provided by the Franchise Entities to Foundation and to Commission, respectively, pursuant to the Franchise Agreement and the Grantee Contracts. Said equipment shall be delivered to Foundation and Commission,

MEMORANDUM OF UNDERSTANDING

respectively, not later than the effective date of the Agreement envisioned by this MOU.

d. Title to Grantee Equipment. The Franchise Entities will execute such documents as reasonably necessary to transfer to the respective Grantees all of Franchise Entities' right, title and interest in all facilities and equipment provided by Franchise Entities to the Grantees, including without limitation that to be delivered pursuant to subpart (c) of this section above. The facilities and equipment thus transferred are transferred in "as is" condition and without any representations or warranties of Franchise Entities, except that Franchise Entities shall warrant and represent that they have not encumbered any such right, title and interest in said facilities and equipment between the date of this MOU and the date of the transfer.

9. From Dress to Schools The Franchise Entities have

MEMORANDUM OF UNDERSTANDING

Contracts upon the use and/or expenditure of property activities of the Grantees, including without limitation equipment grants, prior payments, and copyright owned production of the Grantees.

i. Limitation of Franchise Entities' PEG Access Obligation. Except as provided in this section 4 and with respect to the availability of access channels and/or facilities as set forth in section 5.75.216 of the Licensing Ordinance as presently constituted, the Franchise Entities shall have no further obligation to support PEG Access programming or the Grantees, including without limitation any obligation to make cash payments, to make property transfers or to provide services, irrespective of any changes, modifications, interpretations or constructions of the law, whether judicial or statutory, and any changes in or enactments of any ordinances by the Public Entities.

5. Amendment of Franchise Entities' Obligations.

The Franchise Agreement shall be amended in such a way that, when read together with the Agreement envisioned by this MOU, those obligations, and only those obligations, imposed on Licensees by the Licensing Ordinance as presently constituted shall be imposed upon the Franchise Entities, except as expressly set forth herein or below:

(a) the performance bonding requirements of the Franchising Ordinance shall be maintained in lieu of those specified in Licensing Ordinance sections 5.75.500 through 5.75.504 inclusive; and

(b) the prohibition of activities not protected by the United States and/or California Constitutions (Licensing Ordinance section 5.75.012) shall not apply to the Franchise Entities; and

(c) the system interconnect capacity specified in Licensing Ordinance section 5.75.206 shall not apply to the Franchise Entities to the extent that such provision provides a higher standard for interconnect capacity than that presently provided in the Franchise Agreement; and

(d) the accounting and auditing requirements of Licensing Ordinance sections 5.75.506-5.75.510 inclusive shall not apply to the Franchise Entities prior to January 1, 1995; and

(e) the settlement payments described herein shall be accepted in lieu of, inter alia, all franchise or license fees after June 30, 1987, and all obligations to make cash

MEMORANDUM OF UNDERSTANDING

payments and property transfers to the Grantees; and

(f) the Franchise Entities shall retain rights with respect to future incorporations and annexations and for extension of cable service to areas outside of the Imposed Service Area; and

(g) within the franchise area, the Franchise Agreement provisions relating to completion of construction in Article 4-b of the Franchising Ordinance shall apply; and

(h) within the franchise area, the provisions in the

7. Additional Regulatory Impositions.

The Agreement envisioned by this MOU shall clearly provide that nothing contained in the Franchising Ordinance as amended, the Franchise Regulation as amended, or the Agreement

9. Good Faith Deposit and Implementation of MOU.

It is intended and understood by the parties hereto that this MOU shall be executed, substantiated and implemented in the following fashion:

(a) On or before 3:00p.m. (PDT), December 7, 1987, this MOU shall be approved as to form and substance by the Executive Committee of the Board of Directors of SHBC;

(b) Thereafter and on or before 7:00 p.m. (PDT), December 7, 1987, this MOU shall be approved as to form and substance by the Board of Supervisors of County, the City Council of City, and the Board of Directors of Commission;

(c) Immediately upon the notification of the approvals specified in subpart (b) of this Section 9, above, Franchise Entities shall pay to Commission and to the Grantees the amount which would were otherwise payable on or before November 1, 1987 pursuant to the Franchising Ordinance, to wit, approximately Two Hundred Ninety Thousand Dollars (\$290,000) to Commission and approximately One Hundred Ninety Thousand Dollars (\$190,000) in the aggregate to the Grantees (collectively, the "Good Faith Deposit"), said sums to be deemed a credit against the Lump Sum Payment specified by subpart (b) of Section 2, above;

(d) Thereafter, the parties shall utilize their mutual best efforts to conclude the negotiations and drafting of the formal Settlement Agreement, and Stipulated Judgment ("the Judgment") on or before January 18, 1988;

(e) As soon thereafter as the requisite approvals of the parties and the Court can be obtained, and in any event on or before February 7, 1988 or such other date as the parties may agree upon, the Judgment shall be fully executed, all requisite amendments to the Franchising Ordinance and the Franchise Resolution shall be adopted by the Public Entities, the Judgment shall be entered by the Court, and the payment of the Lump Sum Payment shall be made by Franchise Entities. The effectiveness of the amendments to the Franchising Ordinance and the Franchise Resolution, the payment of the Lump Sum Payment and the effectiveness of the execution by the parties of the formal settlement agreement and the Judgment shall be conditioned upon entry of the Judgment by the Court of terms and conditions consistent with this MOU and the Agreement envisioned by this MOU.

(f) The Commission shall not convene any hearing relating

to any default and/or commercial impracticability prior February 7, 1988.

(g) During the period of implementation of this MOU and the Agreement envisioned by this MOU, the Franchise Entities and the Public Entities shall cooperate in an effort to stay all proceedings in any litigation between them, including but not limited to the proceedings in the aforesaid civil action No. CIV S-87-1099 MLS.

(h) By their respective execution of this MOU, the parties hereto represent and warrant each to the other that each of the approvals required by subparts (a) and (b) of this Section 9 have been properly obtained.

This MOU executed as of the date and year first above written.

SACRAMENTO CABLE TELEVISION
A California Partnership
By: SCRIPPS HOWARD CABLE, INC.
A Delaware Corporation

By: _____

Its _____

SCRIPPS-HOWARD BROADCASTING
COMPANY, An Ohio Corporation

By: _____

Its _____

SACRAMENTO METROPOLITAN CABLE
TELEVISION COMMISSION,
A Joint Powers Agency

CITY OF SACRAMENTO
A Municipal Corporation

By: _____
Ann Rudin, Mayor

EXHIBIT A

Government Equipment

<u>Quantity</u>	<u>Equipment</u>
1	Tandem-IBM compatible computer w/20 megabyte hard disc & parallel printer
1	BOCA-EGA Card
1	135 Zenith color monitor
1	FX-286E Epson model dot matrix printer
1	w/parallel interface w/cable
1	Practical peripherals 64K Buffer
1	Everex 2400B modem Hayes comp. includes software Bitcome Brand
1	Software: Word Perfect
1	Dbase 3+
1	Cross Talk
1	Desk View
1	S-MST Script Master with power Dos & Power Spell
1	1987 GMC 1 Ton Van equipped with: Automatic Transmission Air Conditioning Power Steering & Brakes Heavy duty springs Window Opening in Rear Doors Two Swivel Front Seats
1	License Fee
1	Realistic SA-10 Amplifier
2	Realistic Model minimus 0.3 cube speaker
2	Panasonic WJ-5500B Video Switcher
1	Videotek VM-8PRA Color Monitor
1	Pelco #TVJ10M-2 Remote control 10x1 lens
1	Pelco #PT-270-24P Pan tilt head
1	Pelco #MPT-24-DT Pan Tilt control
1	Pelco #MLZ-6-DT Lens Control
1	Pelco #R-300 Rackmount Kit for lens control
1	Pelco #PM-200C Ceiling Mount
3	VO-5600 Sony VTR's
3	Sony RMM-501 Rack Mounts
1	Panasonic AG-6200 VHS-VCR
1	For-A FA 400 TBC
1	Sony VO-6800 3/4" Portable recorder
1	Portable Model C-6800 carrying case w/ H.B.-20A shoulder strap & CA LB Accessory Case
1	Sony CMA-8 camera AC adaptor
1	Sony BC-1WA battery charger
4	Sony MP-1A rechargeable batteries

EXHIBIT "A"

EXHIBIT A

Page two

4 Sony DVM-8821 Color Monitors
7 2655CS-4 Astrolite Headsets
1 Hitachi VO-099 Waveform monitor
1 Sharp Model XC-A1 Camera
1 Sharp Model XC-A1QR quick release
1 Sharp Model XC-A1 TMP top mount plate
2 Sharp XC-A1PP cameras
2 Sharp model XC-A50VFS view finder
2 Sharp model XC-705C1 Rear lens controls
2 Sharp model XC-A14VC VTR Cables
2 Sharp model XC-A1BR battery bracket
2 Fujinon model A16X9A-16-1 zoomadaptor
4 Anton-Bauer Pro pack 14 batteries
1 Anton-Bauer LSQ-4 battery charger
2 Panasonic WV-5203B triple monitors
1 Sigma 365A Sync Generator
2 Panasonic BT-S 1300N monitor w/Ba 130 rack
1 Panasonic CT-500V 5" portable monitor
2 Sony #MB504 Rack mounts
1 Panasonic #AGM600
1 Panasonic TY-361R Rechargeable battery
2 Bogen #3069 Tripods
1 Leader LB05860A Waveform monitor
1 Leader LVS5850B Vectorscope
1 Leader LRA-2400A dual rackmount
2 Comprehensive CTC-3042-12
2 Comprehensive CON-2 Convoy case
1 Comprehensive CON-4 Convoy case
1 Comprehensive CVC-400-VHS-case
1 Comprehensive CVC-500E
2 Clearcom MS-200B Main Station
4 Clearcom RS-501CM Belt pack
2 Clearcom CC-75B Headsets
1 Lowell TO-97 Light kit
1 Electrovoice 635A
2 Sigma VDA-100A Video Distribution amp.
2 Sigma FR3-100 Frame
4 Sigma BP-3-100 Blank Panels
1 Shure M267 Audio Mixer
1 Shure Rack #A268R
2 Sharp XC-AITCP 3 camera remote operations panel
1 Winstead edit console model #E4955
1 Winstead Base Module #G8501
1 Winstead Single Bay Wood Top Model #49545

EXHIBIT A
Page three

Foundation Equipment

<u>Quantity</u>	<u>Equipment</u>
3	Sharp XC-A1 Camera w/ accessories
3	Sharp XC-A50VF View Finder
3	Sharp XC-A1RP Remote OP Panel
3	Sharp XC-705C1 Studio conversion kit
3	Fujinon A10 x 10A 10-100mm zoom lens
3	Sharp XC-AB25 camera cable 82 ft.
3	Panasonic BT-S-1300-N monitor w/BA-130 rack
1	Tektronix 1710B waveform monitor
1	Tektronix 1720 Vectorscope
1	Tektronix 1700 F05 dual rackmount
4	ADC PPI-2226-RS Patch Bay
10	ADC Video patch cord
1	Sigma TSG-375 Sync generator w/extras
1	Sharp XC-A1 Kit-001 spare parts kit
8	Grass valley 8501 video dist. amps
1	Grass valley 8500T2-120 video tray
1	Bretford RS-48E monitor cart
4	Electrovoice CO-90 lavalier microphones
4	Electrovoice 635-A handheld microphone
1	Tascam 32 reel to reel recorder
2	Sigma ADA-106 1/6 audio D.A.
1	Sigma FR3-100 rack frame
1	Crown D-75 amplifier
2	E/V sentry 100A speaker w/SRB bracket
2	Audio access. 478-W patch bay
12	Audio access. 618-B patch cord
1	Clearcom MS-200/GM 2 ch. main station
3	Clearcom RM-120A 2 ch. headset/spker. station
1	Clearcom RS-501 standard single ch. belt rack
4	Clearcom CC-75B headsets
3	Telex PH-81 headsets
1	Sennheiser HD414SL headphone
5	25 ft. mic cables w/connectors
5	50 ft. mic cables w/connectors
1	Symmetrix TI101 Telephone patch system
1	Symmetrix CL150 Audio limiter
3	Comprehensive DS-7 desk/mic stand
4	Comprehensive MS12C floor mic stand
1	Comprehensive SB-36W Boom stand
2	Comprehensive GN-19 Gooseneck
3	Panasonic BT-S-1300-N color monitor
1	Numark DM-500 Audio mixer
1	E/V 635A microphone
1	10 ft. mic cable w/connectors
3	Panasonic BT-S-1300-N color monitor

EXHIBIT A

Page four

1 E/V 635A Microphone
1 Numark DM-500 audio mixer
1 10 ft. mic cable w/connectors
6 Winsted V8520 Basic 70" Racks
6 Winsted 85060 Standard base
1 Winsted 85124 Side Panels (pair)
6 Winsted 85300 Rear Doors
2 Winsted V8520 Basic 70" Racks
2 Winsted 85060 Standard base
1 Winsted 85124 Side Panels (pair)
2 Winsted 85300 rear doors
2 Winsted G8101 Bolts w/captive nuts
2 Winsted 85083 20" suspension shelf
6 Winsted 85140 1.75" Rack Panel
9 Winsted 85141 3.5" Rack Panel
7 Winsted 85142 5/25" Rack Panel
11 Winsted 85143 7" Rack Panel
12 Winsted 85144 8.75" Rack Panel
2 Winsted 85145 10.5" Rack Panel
5 Winsted 85146 12.25" Rack Panel
2 Winsted 85147 14" Rack Panel
1 Winsted 85086 Stationary Rack Shelf
1 Video media "mickey II" A/B editcontrolr
with mouse & 3 interfaces
3 video media time code readers
1 ESE 261 Time code generator
1 Alta Group "PYX1S" dual TBC/Switcher w/effects
1 Sigma BSG-100 Black Burst generator
1 Panasonic WV-5410 monitor
4 Panasonic BT-S-1300-N Color Monitor
1 Tascam M-106 audio mixer
1 Electrovoice 635A microphone
1 10 ft. mic cable w/connectors
3 Quickset QHP-1 camera pedestal
3 Quickset QHH-5 camera head
3 Sony VO-5850 Editor VCR
3 Sony VO-5800 VCR
2 Sony RM-440 Edit controller
4 Sony RCC-5F Remote control cable
2 Sony VDC-5 video Dub Cable
2 Sony VO-5600 VCR
4 Sony RMM-501 Rackmount kit
1 FOR-A-FA-400 time base corrector
1 Sony PVM-411 Quadruple Monitor
1 Sony CVM-1271 Color Mon/Receiver
2 Videotek VIS-1201 Routing Switcher
1 Sony PVM-1910 Color Studio Monitor
4 Tascam 112 Cassete Recorder
1 Sony MX-P21 Audio Mixer
1 Panasonic AG-6500 VHS Recorder
1 Panasonic NV-9600 VCR
1 Panasonic AGA-650 Edit Controller
1 Sony VO-5020 3/4" VCR
2 Sony DXC-3000K camera w/eng. acc.
2 Sony VO-6800 3/4" portable VCR

EDUCATIONAL INSTITUTIONS

<u>SCHOOL</u>	<u>DISTRICT</u>	<u>WIRED</u>
Adult Ed Evening Programs	San Juan Unified	
Aero Haven Cont. High	Grant Joint Union	
Aero Haven Elementary	Rio Linda Union	
Ali, Ben Children's Ctr	SCOE	Y
Allison, Warren A. Elem	Rio Linda Union	
Alpha Intermediate	Elverta Joint	
Alternative Junior High	Folsom Cordova Unified	
American Lakes Primary & Elem	Natomas Union	
American Legion High	Sacramento City Unified	
American River College	Los Rios Community College	
Anderson, Marian Elementary	Sacramento City Unified	
Anthony, Susan B. Elem.	Sacramento City Unified	
Arcade Fundamental	San Juan Unified	
Arden Intermediate	San Juan Unified	
Argonaut High	Sacramento City Unified	
Arlington Heights Elem	San Juan Unified	Y
Babcock, D.W. Elem.	North Sacramento	
Bacon, Fern Middle	Sacramento City Unified	
Baker, Ethel I. Elem	Sacramento City Unified	
Baker, Jesse	Elk Grove Unified	Y
Bancroft, Hubert H. Elem	Sacramento City Unified	
Barrett Intermediate	San Juan Unified	Y
Bear Flag Elementary	Sacramento City Unified	Y
Bell Ave. Elementary	Robla	
Belle Vista High	San Juan Unified	Y
Bidwell, John Elementary	Sacramento City Unified	
Birney, Alice Elementary	Sacramento City Unified	
Bonnheim, Joseph Elementary	Sacramento City Unified	
Bowling Green Elementary	Sacramento City Unified	
Brannan, Sam Middle	Sacramento City Unified	
Burbank, Luther High	Sacramento City Unified	
Burnett, Peter Elementary	Sacramento City Unified	
Cabrillo, John Elementary	Sacramento City Unified	
California Middle	Sacramento City Unified	
Cambridge Heights Elem.	San Juan Unified	Y
Camellia Basic Elementary	Sacramento City Unified	
Cameron Ranch Elementary	San Juan Unified	Y
Carmichael Elementary	San Juan Unified	Y
Carnegie Intermediate	San Juan Unified	
Carriage Drive Elementary	San Juan Unified	Y
Carson, Kit Middle	Sacramento City Unified	Y
Casa Roble Fundamental High	San Juan Unified	
Center Elementary	Center Unified	
Center for Independent Study, La Vista High	San Juan Unified	
Center High	Center Unified	
Center Junior High	Center Unified	
Children's Receiving Home	San Juan Unified	
Churchill Intermediate	San Juan Unified	
Citrus Heights Elementary	San Juan Unified	Y
Cohen, Isador Elementary	Sacramento City Unified	Y

EXHIBIT "B"

EDUCATIONAL INSTITUTIONS

Page two

<u>SCHOOL</u>	<u>DISTRICT</u>	<u>WIRED</u>
Coleman Elementary	San Juan Unified	
Cordova Gardens Elementary	Folsom Cordova Unified	Y
Cordova Lane Elementary	Folsom Cordova Unified	Y
Cordova Meadows Elementary	Folsom Cordova Unified	Y
Cordova Senior High	Folsom Cordova Unified	Y
Cordova Villa Elementary	Folsom Cordova Unified	Y
Cosumnes Elementary	Elk Grove Unifed	
Cosumnes River College	Los Rios Community College	
Cottage Elementary	San Juan Unified	
Cowan Fundamental	San Juan Unified	
Coyle Ave. Elementary	San Juan Unified	Y
Creekside Elementary	San Juan Unified	
Crocker/Riverside Elementary	Sacramento City Unified	
Daylor, William High	Elk Grove Unified	
Del Campo High	San Juan Unified	Y
Del Dayo Elementary	San Juan Unified	
Del Paso Heights Elem.	Del Paso Heights	Y
Del Paso Manor Elementary	San Juan Unified	
Deterding Elementary	San Juan Unified	Y
Dewey Fundamental	San Juan Unified	Y
Didion, Genevieve Elem.	Sacramento City Unified	Y
Dillard Elementary	Elk Grove Unified	
Don Julio Junior High	Grant Joint Union	
Dos Rios Elementary	North Sacramento	
Dry Creek Elementary	Rio Linda Union	
Dudley, Arthur S. Elem	Center Unified	
Dyer-Kelly Elementary	San Juan Unified	
Edison Elementary	San Juan Unified	
Einstein, Albert Jr. High	Sacramento City Unified	Y
El Camino Fundamental High	San Juan Unified	
El Centro Jr./Sr. High	Folsom Cordova Unified	
Elder Creek Elementary	Sacramento City Unified	
Elk Grove Adult Education	Elk Grove Unified	
Elk Grove Dist. Off	Elk Grove Unified	Y
Elk Grove Elementary	Elk Grove Unified	Y
Elk Grove High	Elk Grove Unified	Y
Elk Grove Indep. Study	Elk Grove Unified	
Elk Grove Trans. Dist.	Elk Grove Unified	Y
Elverta Elementary	Elverta Joint	
Encina High	San Juan Unified	
Erlewine, O. W. Elem.	Sacramento City Unified	
Estrellita Cont. High	Galt Joint Union High	Y
Fair Oaks Elementary	San Juan Unified	Y
Fairbanks Elementary	Del Paso Heights	
Fairsite Elementary	Galt Joint Union Elem	Y
Feickert Ellen Elementary	Elk Grove Unified	Y
Florin Elementary	Elk Grove Unified	
Folsom Cordova Adult	Folsom Cordova Unified	
Folsom Cordova Unified Dist	Folsom Cordova Unified	Y
Folsom High	Folsom Cordova Unified	Y

EDUCATIONAL INSTITUTIONS

Page three

SCHOOL

DISTRICT

WIRED

EDUCATIONAL INSTITUTIONS

Page four

<u>SCHOOL</u>	<u>DISTRICT</u>	<u>WIRED</u>
Kirchgater, Anna Elem	Elk Grove Unified	
Kohler Elementary	Rio Linda Union	
La Entrada Cont. High	San Juan Unified	Y
La Vista Continuation High	San Juan Unified	
Land, William Elementary	Sacramento City Unified	
Larchmont Elementary	Rio Linda Union	
LeGette Elementary	San Juan Unified	Y
Leimbach, Herman Elem	Elk Grove Unified	
Lichen Elementary	San Juan Unified	Y

EDUCATIONAL INSTITUTIONS

Page five

<u>SCHOOL</u>	<u>DISTRICT</u>	<u>WIRED</u>
Parkway Elementary	Sacramento City Unified	
Pasadena Avenue Elem	San Juan Unified	
Pasteur Intermediate	San Juan Unified	
Peck Elementary	San Juan Unified	Y
Pershing Elementary	San Juan Unified	
Phillips, Ethel Elementary	Sacramento City Unified	
Pioneer Elementary	Rio Linda Union	
Pioneer High	Elk Grove Unified	
Pleasant Grove Elementary	Elk Grove Unified	
Pony Express Elementary	Sacramento City Unified	
Prairie Elementary	Elk Grove Unified	
Rancho Cordova Elementary	Folsom Cordova Unified	Y
Reese, David Elementary	Elk Grove Unified	
Reymouth TMR Center	Folsom Cordova Unified	Y
Rio Americano High	San Juan Unified	
Rio Cazadero High	Elk Grove Unified	
Rio Linda Elementary	Rio Linda Union	
Rio Linda High	Grant Joint Union	
Rio Linda Junior High	Grant Joint Union	
Rio Tierra Fundamental Jr. High	Grant Joint Union	Y
Riverview Elementary	Folsom Cordova Unified	Y
Roberts Elementary	San Juan Unified	
Robla Elementary	Robla	
Robla Preschool	Robla	
Rogers Intermediate	San Juan Unified	Y
Ruff, Laurel Center	San Juan Unified	
Rutter, James 7th & 8th Gr	Elk Grove Unified	
Sacramento City College	Los Rios Community College	
Sacramento County Off. Ed	SCOE	Y
Sacramento High	Sacramento City Unified	
Salk Intermediate	San Juan Unified	
San Juan Corp. Yard	San Juan Unified	Y
San Juan District Garage	San Juan Unified	Y
San Juan High	San Juan Unified	Y
San Juan Unified Admin	San Juan Unified	Y
Schweitzer Elementary	San Juan Unified	Y
Sequoia Elementary	Sacramento City Unified	
Shields, Peter J. Elem	Folsom Cordova Unified	Y
Sierra Oaks Elementary	San Juan Unified	
Sierra View Elementary	Rio Linda Union	
Sierra-Enterprise Elem	Elk Grove Unified	
Skills & Business Ed Ctr	Sacramento City Unified	
Skycrest Elementary	San Juan Unified	Y
Sloat, John D. Elementary	Sacramento City Unified	
Smith, Jedediah Elementary	Sacramento City Unified	
Smythe, Alethea B. Elem	North Sacramento	Y
Spinelli, Cyril Elementary	Center Unified	
Sprentz, Blanche Elem	Folsom Cordova Unified	Y
Standford, LeLand Jr. High	Sacramento City Unified	
Starr King Exceptional	San Juan Unified	

EDUCATIONAL INSTITUTIONS

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<u>SCHOOL</u>	<u>DISTRICT</u>	<u>WIRED</u>
Starr King Regular	San Juan Unified	
Still, John H. Middle	Sacramento City Unified	
Strauch, Hazel Elementary	North Sacramento	Y
Sunrise Elementary	San Juan Unified	Y
Sutter Middle	Sacramento City Unified	
Suttersville Elementary	Sacramento City Unified	
Sylvan Intermediate	San Juan Unified	Y
Tahoe Elementary	Sacramento City Unified	
Taylor Street School	Robla	
Trajan Elementary	San Juan Unified	Y
Twain, Mark Elementary	Sacramento City Unified	
Twin Lakes Elementary	San Juan Unified	Y
Valley High	Elk Grove Unified	
Valley Oaks Elementary	Galt Joint Union Elem	Y
Village Elementary	Rio Linda Union	
Vineland Elementary/TMR	Rio Linda Union	
ista Nueva Continuation High	Grant Joint Union	
Walnutwood Elementary	Folsom Cordova Unified	Y
Warren, Earl Elementary	Sacramento City Unified	
Washington Elementary	Sacramento City Unified	Y

EXHIBIT IV