

**Rescue Union School District
2390 Bass Lake Road, Rescue, California 95672**

**BOARD OF TRUSTEES
REGULAR MEETING MINUTES**

Tuesday, October 12, 2021 – 6:30 p.m. Open Session (closed session 5:30 p.m.)
Rescue District Office Board Room

The Public’s health and well-being are the top priority for the Board of Trustees of the Rescue Union School District and you are urged to take all appropriate health safety precautions. To facilitate this process, there were two options to view and/or participate in this open session meeting in-person or via Zoom.

DISTRICT MISSION

Rescue Union School District, in partnership with families and the community, is dedicated to the success of every student by providing a challenging, comprehensive, and quality education in a safe environment in which all individuals are respected, valued, connected, and supported.

PLEASE NOTE:

These are provided as summary minutes. The audio recording of the meeting is available for review at <http://www.rescueusd.org/School-Board/Agendas--Minutes/index.html>

ITEM	ITEM DESCRIPTION
CALL TO ORDER:	The Board president called the meeting to order at 5:34 p.m.
ROLL CALL:	<ul style="list-style-type: none"> ✓ Nancy Brownell, President ✓ Michael Gordon, Vice President <li style="padding-left: 20px;">Suzanna George, Clerk ✓ Tagg Neal, Member ✓ Kim White, Member ✓ Jim Shoemake, Superintendent and Board Secretary
PUBLIC COMMENT:	There were no public comments concerning items on the Closed Session Agenda.
CLOSED SESSION:	The Board adjourned to closed session to discuss matters of personnel, security, negotiations, student discipline, litigation, or other matters as authorized by Government Code Sections 3549.1, 54956.9, 54956.8, 54957, and 54957.6 and Education Code Sections 35146 and 48918.
Conference with Labor Negotiator	Discussion with the District’s Superintendent regarding directions and issues in negotiations with Rescue Union Federation of Teachers (RUFT), California School Employees Association (CSEA), Confidential Staff, and Administrative Management.
Resolution #21-13 Public Employee Discipline/Dismissal/Release	Personnel
OPEN SESSION:	Convened open session the Board Room at 6:35p.m.

Welcome	The Board president provided an introduction to the Board meeting proceedings.		
Flag Salute	The Board president led the flag salute.		
1. Adoption of Agenda (Consideration for Action)	Trustee White moved and Trustee Neal seconded to approve the agenda as presented. The motion passed 4-0.		
REPORTS AND COMMUNICATION:			
2. Report from Closed Session	President Brownell reported the Board approved the dismissal of a classified employee noted in Resolution #21-13 by a 4-0 vote. Trustee George was not in attendance.		
3. Superintendent's Report (Supplement)	Superintendent Shoemake provided a report on District related items. He shared bright spots for RUSD that included current postings on our Instagram and Facebook pages, PTO sponsored activities/ fall events at our schools, and outdoor education opportunities. Mr. Shoemake provided an update on our COVID positive student population and information on testing for our unverified and unvaccinated staff. The Superintendent also reported on the vaccine mandate from Governor Newsom and commented that even with legislation signed for high schools to provide Ethnic Studies to receive a diploma by 2029-30, at this point there is no similar legislation for K-8 schools.		
CELEBRATING EXCELLENCE			
Marina Village Middle School	Marina Village Middle School principal, Levi Cambridge and assistant principal, Samantha Schlesinger provided a site update. Jessica Swartz, Teacher and Kim Cameron, Instructional Assistant, were honored as recipients of the Difference Maker Award.		
RECOGNITION:			
4. Resolution #21-14 Week of the School Administrator (Supplement) (Consideration for Action) Superintendent	California Education Code 44015.1 declares the second full week in the month of October of each year shall be designated as "Week of the School Administrator." The Superintendent recommends approval of Resolution #21-14 in recognition of the contribution that school administrators make to successful pupil achievement. Trustee White moved and Trustee Neal seconded to approve Resolution #21-14, Week of the School Administrator. The motion passed 4-0.		
PUBLIC COMMENTS:	Public comments heard from: <table border="1" data-bbox="657 1837 1421 1879"> <tr> <td>Andie McKinney-Parent</td> <td>RE: Opposition to vaccine mandate</td> </tr> </table>	Andie McKinney-Parent	RE: Opposition to vaccine mandate
Andie McKinney-Parent	RE: Opposition to vaccine mandate		

GENERAL:	
5. Elementary and Secondary School Emergency Relief (ESSER) III Funds Public Hearing (Supplement) (Public Hearing) Superintendent	The Board held a hearing providing the opportunity for public input and/or comments regarding the ESSER III Expenditure Plan. Superintendent Shoemake provided an overview of the American Rescue Plan Act, ESSER III Expenditure Plan adoption, review, and approval process as well as the RUSD's planned actions and expenditures to address student needs. OPEN PUBLIC HEARING: 7:40 p.m. CLOSE PUBLIC HEARING: 7:41 p.m.
CONSENT AGENDA: (Consideration for Action)	All matters listed under Consent Agenda are considered to be routine or sufficiently supported by prior or accompanying reference materials and information as to not require additional discussion. A motion as referenced below will enact all items. Trustee Gordon moved and Trustee White seconded to approve the Consent Agenda as presented. The motion passed 4-0.
6. Board Meeting Minutes (Supplement)	Minutes of September 14, 2021 Regular Board Meeting.
7. Board Study Session Minutes (Supplement)	Minutes of September 28, 2021 Board Study Session.
8. District Expenditure Warrants (Supplement)	Warrants must regularly be presented to the Board of Trustees for ratification. Detailed warrant order listings are available at the District Office. The supplement reflects expenditures from 9/1/21 through 9/29/21.
9. District Purchase Orders (Supplement)	Purchase orders must regularly be presented to the Board of Trustees for ratification. The supplement reflects expenditures from 9/1/21 through 9/30/21.
10. Williams Act Uniform Complaint Procedure Quarterly Report (Supplement)	Title 5, Chapter 5.1, Section 4600 requires school districts to report summarized data from the Uniform Complaint Process to the county superintendent quarterly. District administration recommends the Board approve the Williams Act Quarterly Report for the period of July 1, 2021 – September 30, 2021.
11. Personnel (Supplement)	Rescue Union School District's long-range goal is to recruit a diverse, high quality staff whose goals and philosophies are student focused. Periodically, changes in staffing occur due to need for additional positions, resignations, or requests for leaves of absence. All positions listed are within current budget allocations.
A. Certificated Employment:	Christine Beamer, Nurse, temporary assignment, (.20 FTE), District Office/Lakeview, effective 9/7/21 Morgan Butler, Nurse, (1.0 FTE), District Office, Green Valley, Rescue and Marina Village, effective 9/7/21

End Temporary Assignment:	Morgan Butler, Nurse, (.80 FTE), District Office, effective 9/3/21 Morgan Butler, Nurse, (.20 FTE), District Office and Marina Village, effective 9/3/21
<p>B. Classified Employment:</p> <p>Leave of Absence (LOA):</p> <p>Promotion:</p> <p>Resignation:</p>	<p>Kelly Ashurst, Yard Supervisor, (.38 FTE), Pleasant Grove, effective 9/9/21 Christine Beamer, Health Office Nurse, (.47 FTE), Marina Village, effective 8/30/21 Carrie Brass, Health Office Nurse, (.75 FTE), Marina Village, effective 9/15/21 Harlee Busalacchi, Yard Supervisor, (.49 FTE), Lakeview, 8/26/21 Max Carnes, Districtwide Custodian, (1.0 FTE), Maintenance and Operations, effective 9/17/21 Tiffany Ferguson, Account Technician, (.27 FTE), Business Services, effective 9/7/21 Jennifer Garrett, Instructional Assistant, (.75 FTE), Rescue, effective 9/23/21 Lynda Hansen, Instructional Assistant, (.75 FTE), Pleasant Grove, effective 8/26/21 Beatriz Herrera, Itinerant Independence Facilitator, (.75 FTE), effective 9/9/21 Jennifer Jones, Support Services Secretary FMOT, (1.0 FTE), Maintenance and Operations, effective 9/27/21 Davena Morales, Itinerant Independence Facilitator, (.75 FTE), Lake Forest, effective 8/23/21 Elida Monique Nunez, Instructional Assistant, (.38 FTE), Green Valley, effective 9/1/21 Tami Prince, Yard Supervisor, (.49 FTE), Lakeview, effective 8/27/21 Chad Ramsey, Dispatcher/Relief Driver, (1.0 FTE), Transportation, effective 9/27/21 JoAnne Ruggeri, Food Service Worker, (.38 FTE), Food Service, effective 9/9/21 Vanessa Sierra, Food Service Worker, (.31 FTE), Food Service, effective 8/25/21</p> <p>Angela Steiner, Instructional Assistant, 100% LOA, Lakeview, effective 9/22/21</p> <p>Rebekah Cracraft, Itinerant Independence Facilitator, (.75 FTE), Student Services, effective 10/11/21</p> <p>Christine Beamer, Health Office Nurse, (.47 FTE), Marina Village, effective 9/3/21 Rebekah Cracraft, Yard Supervisor, (.38 FTE), Marina Village, effective 10/8/21 Vanessa Sierra, Food Service Worker, (.38 FTE), Food Service, effective 10/1/21</p>
C. Confidential: Resignation	Kandace Page, Budget Technician, (1.0 FTE), Business Services, effective 9/30/21

<p>12. Resolution #21-15 Support of Applications for Eligibility Determination and Funding Authorization to Sign Applications and Associated Documents</p> <p>(Supplement)</p>	<p>A condition of processing the various applications under the School Facility Program is a resolution in support of the applications for eligibility determination and funding and any other applications as necessary for programs including but not limited to modernizations and new construction for the schools in our District. This also authorizes the current Superintendent, Assistant Superintendent of Business Services and the Director of Facilities as the appropriate persons to undertake all actions required to complete the State School Facility eligibility, applications and funding process.</p>
<p>13. AB181 White Paper Response (Bass Lake North – Hidden Ridge)</p> <p>(Supplement)</p>	<p>AB181 Department of Real Estate Subdivision “White Paper” Response and Student Yield Impact analysis of Bass Lake North - Hidden Ridge. The District has established a .338 student yield factor per single-family unit. Accordingly, staff estimates the District can expect there will be 30.42 students generated from this subdivision.</p>
<p>14. Contract: Nonpublic School/Agency Master Contracts</p> <p>(Supplement)</p>	<p>The following Master Contracts are presented for specialized health care services for the 2021-2022 school year: It Takes THE VILLAGE, Inc., Placer Learning Center, Point Quest Education, EDH, LLC., School Steps Inc. and Shine Support Services, LLC.</p>
<p>15. Individualized Service Agreement for Nonpublic School/Agency – It Takes THE VILLAGE, Inc.</p> <p>(Supplement)</p>	<p>The Rescue Union School District has 2 students whose needs require a nonpublic agency service. Based on the identified needs of these students, service through It Takes THE VILLAGE, Inc. is seen as the appropriate provider.</p>
<p>16. Individualized Service Agreement for Nonpublic School/Agency – Placer Learning Center</p> <p>(Supplement)</p>	<p>The Rescue Union School District has 4 students whose needs require a nonpublic agency service. Based on the identified needs of these students, service through Placer Learning Center is seen as the appropriate provider.</p>
<p>17. Individualized Service Agreement for Nonpublic School/Agency – Point Quest Education, EDH, LLC.</p> <p>(Supplement)</p>	<p>The Rescue Union School District has 2 students whose needs require a nonpublic agency service. Based on the identified needs of these students, service through Point Quest Education, EDH, LLC. is seen as the appropriate provider.</p>
<p>18. Individualized Service Agreement for Nonpublic School/Agency – School Steps, Inc.</p> <p>(Supplement)</p>	<p>The Rescue Union School District has 6 students whose needs require a nonpublic agency service. Based on the identified needs of these students, service through School Steps, Inc. is seen as the appropriate provider.</p>
<p>19. Individualized Service Agreement for Nonpublic School/Agency – Shine Support Services, LLC</p> <p>(Supplement)</p>	<p>The Rescue Union School District has 4 students whose needs require a nonpublic agency service. Based on the identified needs of these students, service through Shine Support Services, LLC is seen as the appropriate provider.</p>

20. Service Agreement: 4R Hearing Center, LLC. (Supplement)	The District contracts with 4R Hearing Center to provide California Education Code hearing screening for the 2021-2022 school year.
ADJOURNMENT:	Trustee White moved to adjourn the meeting at 7:42 p.m.

**Rescue Union School District
2390 Bass Lake Road, Rescue, California 95672**

**BOARD OF TRUSTEES
REGULAR MEETING MINUTES**

Tuesday, October 26, 2021 – 6:30 p.m. Open Session (closed session 5:30 p.m.)
Rescue District Office Board Room

The Public’s health and well-being are the top priority for the Board of Trustees of the Rescue Union School District and you are urged to take all appropriate health safety precautions. To facilitate this process, there are two options to view and/or participate in this open session meeting in person or via Zoom.

DISTRICT MISSION

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PLEASE NOTE:

These are provided as summary minutes. The audio recording of the meeting is available for review at <http://www.rescueusd.org/School-Board/Agendas--Minutes/index.html>

ITEM	ITEM DESCRIPTION
CALL TO ORDER:	The Board president called the meeting to order at 5:30 p.m.
ROLL CALL:	<ul style="list-style-type: none"> ✓Nancy Brownell, President ✓Michael Gordon, Vice President ✓Suzanna George, Clerk <li style="padding-left: 20px;">Tagg Neal, Member ✓Kim White, Member ✓Jim Shoemake, Superintendent and Board Secretary
PUBLIC COMMENT:	There were no comments concerning items on the Closed Session Agenda.
CLOSED SESSION: District Office Conference Room	The Board adjourned to closed session to discuss matters of personnel, security, negotiations, student discipline, litigation, or other matters as authorized by Government Code Sections 3549.1, 54956.9, 54956.8, 54957, and 54957.6 and Education Code Sections 35146 and 48918.
Labor Negotiations	Discussion with the District’s Superintendent and/or labor negotiators regarding directions and issues in negotiations with Rescue Union Federation of Teachers (RUFT), California School Employees Association (CSEA), Confidential Staff, and Administrative Management.
OPEN SESSION:	Convened open session in the Board Room at 6:30 p.m.
Welcome	The Board president provided an introduction to the Board meeting proceedings.
Flag Salute	The Board vice president, Michael Gordon led the flag salute.

<p>1. Adoption of Agenda (Consideration for Action)</p>	<p>Trustee George moved and Trustee Gordon seconded to approve the agenda as presented. The motion passed 4-0.</p>																																																												
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<p>2. Report from Closed Session</p>	<p>The Board president reported no action taken in closed session.</p>																																																												
<p>3. Superintendent’s Report (Supplement)</p>	<p>Superintendent Shoemake provided an overview of happenings throughout the district that included various activities at our schools, and the new kitchen at Rescue Elementary. In addition, he reported no significant facility issues with the last storm and that staff was out early assessing any potential damage and making sure we were ready for students. Superintendent Shoemake also provided a COVID update regarding staff testing, volunteers, vaccine mandates that currently do not apply to TK-8, and the October 18 protest impact on RUSD.</p>																																																												
<p>PUBLIC COMMENTS:</p>	<p>Public comments were heard from the following, staff, parents and community members expressing opposition to the California COVID-19 mandates relating to masking and anticipated vaccine requirements for students in TK-8. Each speaker was allotted 3 minutes for comments.</p> <table border="1" data-bbox="781 926 1328 1759"> <tr><td>Brandy Kollenborn</td><td>Parent</td></tr> <tr><td>Lucas Miller</td><td>Teacher</td></tr> <tr><td>Marchs Thomas</td><td>Grandmother</td></tr> <tr><td>Tom Magallanes</td><td>Parent</td></tr> <tr><td>Brandon Brass</td><td>Student</td></tr> <tr><td>Carrie Brass</td><td>Parent</td></tr> <tr><td>Paul Desert</td><td>Parent</td></tr> <tr><td>Jennifer Winter</td><td>Community Member</td></tr> <tr><td>Andi McKinney</td><td>Parent</td></tr> <tr><td>Nick Gillingham</td><td>Parent</td></tr> <tr><td>Amy Goodfellow</td><td>Community Member</td></tr> <tr><td>Amber Parsons</td><td>Parent</td></tr> <tr><td>Sean Kollenborn</td><td>Parent</td></tr> <tr><td>Coutney Thompson</td><td>Parent</td></tr> <tr><td>Mandy Rodriquez</td><td>Community Member</td></tr> <tr><td>Chad Thompson</td><td>Parent</td></tr> <tr><td>Josh Kirstead</td><td>Community Member</td></tr> <tr><td>MC Britton</td><td>Parent</td></tr> <tr><td>Kenneth Hoage</td><td>Community Member</td></tr> <tr><td>Cindy Rosada</td><td>Community Member</td></tr> <tr><td>Jasmine Dau</td><td>Parent</td></tr> <tr><td>Valerie Rondone</td><td>Parent</td></tr> <tr><td>Carly Baldi</td><td>Community Member</td></tr> <tr><td>Casondra Carson</td><td>Parent</td></tr> <tr><td>Tami Madera</td><td>Parent</td></tr> <tr><td>Andrea Dunn</td><td>Parent</td></tr> <tr><td>Laurel Plewe</td><td>Parent</td></tr> <tr><td>Michelle Witt</td><td>Community Member</td></tr> <tr><td>Valerie Gallup</td><td>Parent</td></tr> </table> <p>Comments also heard from:</p> <table border="1" data-bbox="732 1808 1377 1919"> <tr> <td data-bbox="732 1808 1068 1919"> <p>Donna Bruch, RUFT President</p> </td> <td data-bbox="1068 1808 1377 1919"> <p>RE: Increased cost of health insurance premiums and the impact for staff and their families.</p> </td> </tr> </table>	Brandy Kollenborn	Parent	Lucas Miller	Teacher	Marchs Thomas	Grandmother	Tom Magallanes	Parent	Brandon Brass	Student	Carrie Brass	Parent	Paul Desert	Parent	Jennifer Winter	Community Member	Andi McKinney	Parent	Nick Gillingham	Parent	Amy Goodfellow	Community Member	Amber Parsons	Parent	Sean Kollenborn	Parent	Coutney Thompson	Parent	Mandy Rodriquez	Community Member	Chad Thompson	Parent	Josh Kirstead	Community Member	MC Britton	Parent	Kenneth Hoage	Community Member	Cindy Rosada	Community Member	Jasmine Dau	Parent	Valerie Rondone	Parent	Carly Baldi	Community Member	Casondra Carson	Parent	Tami Madera	Parent	Andrea Dunn	Parent	Laurel Plewe	Parent	Michelle Witt	Community Member	Valerie Gallup	Parent	<p>Donna Bruch, RUFT President</p>	<p>RE: Increased cost of health insurance premiums and the impact for staff and their families.</p>
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GENERAL:																	
<p>4. Elementary and Secondary School Emergency Relief (ESSER) III Funds</p> <p>(Supplement)</p> <p>(Consideration for Action)</p> <p>Superintendent</p>	<p>The Superintendent recommends the Board approve the ESSER III Expenditure Plan. The ARP Act requires local education agencies (LEAs) that receive ESSER III funds to approve an Expenditure Plan as to how these funds will be used to address students' academic, social, emotional and mental health needs that were exacerbated by the COVID-19 pandemic.</p> <p>Public Comments were heard from the following regarding questions/comments about how the ESSER III funds relate to current state mandates :</p> <table border="1" data-bbox="776 478 1349 716"> <tr><td>Brandy Kollenborn</td><td>Parent</td></tr> <tr><td>Bob Price</td><td>Parent</td></tr> <tr><td>Paul Desert</td><td>Parent</td></tr> <tr><td>Jennifer Winter</td><td>Community Member</td></tr> <tr><td>Vicki Gray</td><td>Community Member</td></tr> <tr><td>Chris Cockrell</td><td>Community Member</td></tr> <tr><td>Nick Gillingham</td><td>Parent</td></tr> <tr><td>Sean Kollenborn</td><td>Parent</td></tr> </table>	Brandy Kollenborn	Parent	Bob Price	Parent	Paul Desert	Parent	Jennifer Winter	Community Member	Vicki Gray	Community Member	Chris Cockrell	Community Member	Nick Gillingham	Parent	Sean Kollenborn	Parent
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<p>5. Updates for Board Policy, Administrative Regulations and Board Bylaws</p> <p>(Supplement)</p> <p>(First Reading and Possible Consideration for Action)</p> <p>Superintendent</p>	<p>Periodically, the Board reviews, revises and/or adopts Board Policies, Administrative Regulations and Board Bylaws. The following bylaw is provided for first reading and possible consideration for action.</p> <table border="1" data-bbox="732 940 1317 976"> <tr><td>BB 9324</td><td>Minutes and Recordings</td></tr> </table> <p>Trustee Gordon moved and Trustee White seconded to table items 5 and 6 until the November 9, 2021 meeting. The motion passed 4-0.</p>	BB 9324	Minutes and Recordings														
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CURRICULUM & INSTRUCTION																	
<p>6. Curriculum and Instruction Update</p> <p>(Supplement)</p> <p>(Information Only)</p> <p>Director of Curriculum and Instruction</p>	<p>The Superintendent recommends the Board receive an update on the districtwide Curriculum and Instruction activities for the 2021-2022 school year.</p> <p><i>This item was tabled, see motion referenced above.</i></p>																
<p>7. Math Adoption</p> <p>(Supplement)</p> <p>(Consideration for Action)</p> <p>Director of Curriculum and Instruction</p>	<p>The Superintendent recommends the Board approve the three year extension of the elementary math adoption Houghton Mifflin Harcourt Go Math, K-5 through the 2024-2025 school year.</p> <p>Trustee White moved and Trustee Gordon seconded to approve the extension. The motion passed 4-0.</p>																
PERSONNEL:																	
<p><i>At 9:28 p.m. a motion was made by Trustee White and seconded by Trustee Gordon to extend the meeting until 9:45 p.m.</i></p>																	

<p>8. Openers for RUFT Negotiations 2021-2022 and 2022-2023</p> <p>(Supplement)</p> <p>(Consideration for Action)</p> <p>Director of Curriculum and Instruction</p>	<p>The Board is required to set a date for public comment on collective bargaining unit openers for the upcoming season. The Superintendent recommends that Rescue Union Federation of Teachers (RUFT) negotiation openers be put on the agenda for the November 9, 2021 regular Board meeting for public comment.</p> <p>Trustee Gordon moved and Trustee White seconded to set November 9, 2021 as the date for public comment on RUFT negotiation openers. The motion passed 4-0.</p>
<p>ADJOURNMENT:</p>	<p>Trustee White moved to adjourn the meeting at 9:36 p.m.</p>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH T9MPS			Liq Amt		Net Amount

105374/00 WAYNES LOCKSMITH INC

225380 PD-220366 08/30/2021 i6610

1 01-8150-0-5610-0000-8110-085-0000-00-000 MN P	1,947.52	2,002.63
TOTAL PAYMENT AMOUNT		2,002.63 *

TOTAL BATCH PAYMENT	16,140.54 ***	0.00	16,140.54
TOTAL USE TAX AMOUNT			19.03

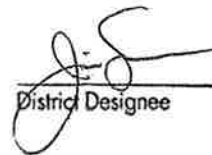
TOTAL DISTRICT PAYMENT	16,140.54 ****	0.00	16,140.54
TOTAL USE TAX AMOUNT			19.03

TOTAL FOR ALL DISTRICTS:	16,140.54 ****	0.00	16,140.54
TOTAL USE TAX AMOUNT			19.03

Number of checks to be printed: 19, not counting voids due to stub overflows.
 Number of zero dollar checks: 2, will be printed.

16,140.54

Pursuant to Rescue Union School District Policy, the El Dorado County Superintendent of Schools is hereby authorized and directed to issue individual warrants to the payees named hereon


 District Designee

10/29/21
 Date

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH T9MPS	Liq Amt	Net Amount				
101385/00	SITEONE LANDSCAPE SUPPLY LLC								
225077 PO-220155	09/28/2021	113342811-001	1 01-0000-0-4300-0000-8210-084-0000-00-000	NN P	44.33	44.33			
225077 PO-220155	09/28/2021	113342640-001	1 01-0000-0-4300-0000-8210-084-0000-00-000	NN P	136.39	136.39			
TOTAL PAYMENT AMOUNT					180.72 *	180.72			
101193/00	STAPLES ADVANTAGE								
225282 PO-220261	09/03/2021	3486780414	1 01-1100-0-4300-1110-1000-026-0000-96-000	NN P	97.09	97.09			
225395 PO-220397	09/01/2021	3486452063	1 01-9426-0-4300-1110-1000-026-9431-96-000	NN F	428.89	428.89			
TOTAL PAYMENT AMOUNT					525.98 *	525.98			
106398/00	TREETOP PRODUCTS INC								
PV-220130	10/11/2021	#TP200023245 #INVTRE12201	01-3213-0-4300-1110-1000-026-0047-96-000	NN		3,590.68			
TOTAL PAYMENT AMOUNT					3,590.68 *	3,590.68			
100001/00	VERIZON WIRELESS								
225301 PO-220287	09/18/2021	9888741398 AUG 19-SEPT18	1 01-0000-0-5901-0000-7600-081-0000-00-000	NN P	928.24	928.24			
PV-220135	10/13/2021	9888741398 PHONE LD JS	01-0000-0-4400-0000-7600-081-0000-00-000	NN		1,298.60			
TOTAL PAYMENT AMOUNT					2,226.84 *	2,226.84			
100354/00	WINBERG, MICHELLE								
PV-220131	10/11/2021	STAPLES WRITING NOTEBOOKS	01-9420-0-4300-1110-1000-020-9000-90-000	NN		16.16			
PV-220131	10/11/2021	WALMART LUCH BASKETS	01-9420-0-4300-1110-1000-020-9000-90-000	NN		32.22			
PV-220131	10/11/2021	COSTCO PBIS STAFF DEV	01-9420-0-4300-1110-1000-020-9000-90-000	NN		47.95			
TOTAL PAYMENT AMOUNT					96.33 *	96.33			

Pursuant to Rescue Union School District Policy, the El Dorado County Superintendent of Schools is hereby authorized and directed to issue individual warrants to the payees named hereon


 District Designee Date

TOTAL BATCH PAYMENT	82,660.71 ***	0.00	82,660.71
TOTAL USE TAX AMOUNT			116.81
TOTAL DISTRICT PAYMENT	82,660.71 ****	0.00	82,660.71
TOTAL USE TAX AMOUNT			116.81
TOTAL FOR ALL DISTRICTS:	82,660.71 ****	0.00	82,660.71
TOTAL USE TAX AMOUNT			116.81

Number of checks to be printed: 20, not counting voids due to stub overflows. 82,660.71

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH T9MPS	Liq Amt	Net Amount				

020305/00	US BANK								
225378	PO-220364	09/24/2021	6271524	2017 COP	2 52-0000-0-7438-0000-9100-000-0000-00-000	NN	F		
TOTAL PAYMENT AMOUNT					2,100.00				2,100.00

102582/00 US BANK EQUIPMENT FINANCE

225255	PO-220211	09/24/2021	453898488	092021-102021	PD	1	01-0000-0-5690-0000-7200-081-0000-00-000	NN	P	44.98	44.98
225255	PO-220211	09/24/2021	453898488	092021-102021	L	1	01-0000-0-5690-0000-7200-081-0000-00-000	NN	P	332.79	332.79
225255	PO-220211	09/24/2021	453898488	092021-102021	PD	1	01-0000-0-5690-0000-7200-081-0000-00-000	NN	P	12.74	12.74
225255	PO-220211	09/24/2021	453898488	092021-102021	L	1	01-0000-0-5690-0000-7200-081-0000-00-000	NN	P	79.70	79.70
225255	PO-220211	09/24/2021	453898488	092021-102021	PD	2	01-0000-0-5690-1110-1000-081-0000-00-000	NN	P	224.90	224.90
225255	PO-220211	09/24/2021	453898488	092021-102021	L	2	01-0000-0-5690-1110-1000-081-0000-00-000	NN	P	1,663.96	1,663.96
225255	PO-220211	09/24/2021	453898488	092021-102021	PD	2	01-0000-0-5690-1110-1000-081-0000-00-000	NN	P	12.86	12.86
225255	PO-220211	09/24/2021	453898488	092021-102021	L	2	01-0000-0-5690-1110-1000-081-0000-00-000	NN	P	80.49	80.49
225257	PO-220212	09/24/2021	453898488	092021-102021	PD	1	01-0000-0-5633-0000-7200-080-0000-00-000	NN	P	98.36	98.36
225257	PO-220212	09/24/2021	453898488	092021-102021	L	2	01-0842-0-5633-0000-3600-083-0000-00-000	NN	P	11.09	11.09
225257	PO-220212	09/24/2021	453898488	092021-102021	PD	3	01-1100-0-5633-1110-1000-020-0000-90-000	NN	P	397.17	397.17
225257	PO-220212	09/24/2021	453898488	092021-102021	L	4	01-1100-0-5633-1110-1000-021-0000-91-000	NN	P	663.08	663.08
225257	PO-220212	09/24/2021	453898488	092021-102021	PD	4	01-1100-0-5633-1110-1000-021-0000-91-000	NN	P	95.84	95.84
225257	PO-220212	09/24/2021	453898488	092021-102021	L	5	01-1100-0-5633-1110-1000-022-0000-92-000	NN	P	926.59	926.59
225257	PO-220212	09/24/2021	453898488	092021-102021	PD	6	01-1100-0-5633-1110-1000-027-0000-97-000	NN	P	880.78	880.78
225257	PO-220212	09/24/2021	453898488	092021-102021	L	7	01-1100-0-5633-1110-1000-028-0000-98-000	NN	P	304.95	304.95
225257	PO-220212	09/24/2021	453898488	092021-102021	PD	8	01-8150-0-5633-0000-8110-085-0000-00-000	NN	P	11.08	11.08
225257	PO-220212	09/24/2021	453898488	092021-102021	L	2	01-0842-0-5633-0000-3600-083-0000-00-000	NN	P	14.98	14.98
TOTAL PAYMENT AMOUNT							5,856.34	*		5,856.34	

000491/00 US POSTMASTER

PV-220136	10/17/2021	ROLL OF STAMPS					01-0842-0-5902-0000-3600-083-0000-00-000	NN		58.00	58.00
TOTAL PAYMENT AMOUNT							58.00	*		58.00	

105389/00 WEVIDEO INC.

225459	PO-220470	09/28/2021	17733				1 01-9426-0-5806-1110-1000-026-9431-96-000	NN	F	341.00	341.00
TOTAL PAYMENT AMOUNT							341.00	*		341.00	

Pursuant to Rescue Union School District Policy, the El Dorado County Superintendent of Schools is hereby authorized and directed to issue individual warrants to the payees named hereon



TOTAL BATCH PAYMENT	20,454.92	***	0.00	20,454.92
TOTAL DISTRICT PAYMENT	20,454.92	****	0.00	20,454.92
TOTAL FOR ALL DISTRICTS:	20,454.92	****	0.00	20,454.92

Number of checks to be printed: 13, not counting voids due to stub overflows.

20,454.92

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH T9MPS					Liq Amt	Net Amount
106393/00		WASTE CONNECTIONS OF CA INC							
225202	PO-220130	10/13/2021	01-01152624	1	01-0000-0-5806-0000-8210-084-0000-00-000	NN	P	36.58	36.58
225202	PO-220130	09/16/2021	01-01140392	1	01-0000-0-5806-0000-8210-084-0000-00-000	NN	P	18.29	18.29
225202	PO-220130	08/24/2021	01-01131006	1	01-0000-0-5806-0000-8210-084-0000-00-000	NN	P	18.29	18.29
225202	PO-220130	08/31/2021	01-01132830	1	01-0000-0-5806-0000-8210-084-0000-00-000	NN	P	150.38	150.38
TOTAL PAYMENT AMOUNT								223.54 *	223.54

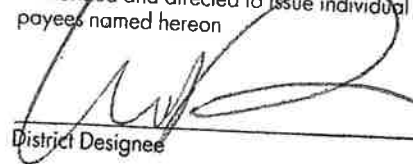
105374/00		WAYNES LOCKSMITH INC							
225380	PO-220366	10/19/2021	INC PER BRANDON	1	01-8150-0-5610-0000-8110-085-0000-00-000	NN	O	-2,500.00	0.00
225380	PO-220366	10/19/2021	INC PER BRANDON	1	01-8150-0-5610-0000-8110-085-0000-00-000	NN	C	0.00	0.00
TOTAL PAYMENT AMOUNT								0.00 *	0.00

022495/00		WILLIAMSON, MICHELE							
	PV-220167	10/19/2021	COSMIC KIDS YOGA VIDEO		01-9421-0-4300-1110-1000-021-9000-91-000	NN			65.00
TOTAL PAYMENT AMOUNT								65.00 *	65.00

TOTAL BATCH PAYMENT	150,198.72 ***	0.00	150,198.72
TOTAL DISTRICT PAYMENT	150,198.72 ****	0.00	150,198.72
TOTAL FOR ALL DISTRICTS:	150,198.72 ****	0.00	150,198.72
			150,198.72

Number of checks to be printed: 44, not counting voids due to stub overflows.
 Number of zero dollar checks: 2, will be printed.

Pursuant to Rescue Union School District Policy, the El Dorado County Superintendent of Schools is hereby authorized and directed to issue individual warrants to the payees named hereon


 District Designee
 10/20/21
 Date

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH T9MPS	Liq Amt	Net Amount				

007527/00 SACRAMENTO STATE JAZZ CLUB

225516	PO-220504	10/24/2021	WINTER JAZZ FEST PG	1	01-9426-0-5806-1110-1000-026-9060-96-000	NN	F			250.00	250.00
			TOTAL PAYMENT AMOUNT							250.00 *	250.00

104629/00 TAGUE BAND INSTRUMENT SERVICES

	PV-220181	08/18/2021	M834181 INSTRUMENT REPAIR		01-1100-0-5610-1110-1000-099-0034-00-000	NY					624.21
			TOTAL PAYMENT AMOUNT							624.21 *	624.21

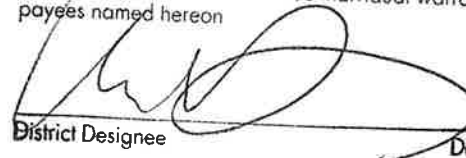
106234/00 VICTOR VILLARREAL

	PV-220182	09/24/2021	INVOICE 09/24/21 RUSD MILA REP		01-1100-0-5610-1110-1000-099-0034-00-000	NY					196.65
			TOTAL PAYMENT AMOUNT							196.65 *	196.65

			TOTAL BATCH PAYMENT							16,853.34 ***	0.00	16,853.34
			TOTAL DISTRICT PAYMENT							16,853.34 ****	0.00	16,853.34
			TOTAL FOR ALL DISTRICTS:							16,853.34 ****	0.00	16,853.34

Number of checks to be printed: 10, not counting voids due to stub overflows. 16,853.34

Pursuant to Rescue Union School District Policy, the El Dorado County Superintendent of Schools is hereby authorized and directed to issue individual warrants to the payees named hereon


 District Designee _____ Date 10/28/21

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type FD RESC Y	Objt	GOAL	ABA num FUNC	Account num LC1 LOC2 L3 SCH	T9MPS	EE	ES	E-Term Liq Amt	E-ExtRef Net Amount
103586/00	TriMark												
225402	PO-220389	09/03/2021	2345174-01	1	13-5310-0-4400-0000-3700-000-0000-00-000	NN	F					3,435.22	3,354.78
225406	PO-220394	09/07/2021	2347724-00	1	13-5310-0-4300-0000-3700-000-0000-00-000	NN	F					251.18	251.18
225408	PO-220395	10/01/2021	2347728-00	1	13-5310-0-4400-0000-3700-000-0000-00-000	NN	P					4,484.12	4,484.12
TOTAL PAYMENT AMOUNT												8,090.08 *	8,090.08

105686/00 VILANOVA, JOEL

PV-220197	10/27/2021	MILEAGE AERIES TRAINING 150MIL	01-0816-0-5200-0000-7700-120-0000-00-000	NN									84.00
PV-220197	10/27/2021	PARKING AERIES TRAINING	01-0816-0-5200-0000-7700-120-0000-00-000	NN									45.00
TOTAL PAYMENT AMOUNT												129.00 *	129.00

105374/00 WAYNES LOCKSMITH INC

225380	PO-220366	09/20/2021	i6732	1	01-8150-0-5610-0000-8110-085-0000-00-000	NN	P					293.36	293.36
TOTAL PAYMENT AMOUNT												293.36 *	293.36

102998/00 WELLS FARGO FINANCIAL LEASING

225296	PO-220282	09/28/2021	5016965318 092421-102321	1	01-0000-0-5690-1110-1000-081-0000-00-000	NN	P					235.95	235.95
TOTAL PAYMENT AMOUNT												235.95 *	235.95

105389/00 WEVIDEO INC.

225460	PO-220444	09/30/2021	17807 SUB THRU 100322 130 LIC	1	01-9054-0-5806-3800-1000-024-0000-94-000	NN	F					1,187.79	1,107.50
TOTAL PAYMENT AMOUNT												1,107.50 *	1,107.50

022495/00 WILLIAMSON, MICHELE

PV-220215	10/27/2021	TARGET JACKET FOR STUDENT	01-9421-0-4300-1110-1000-021-9000-91-000	NN									43.20
TOTAL PAYMENT AMOUNT												43.20 *	43.20

Pursuant to Rescue Union School District Policy, the El Dorado County Superintendent of Schools is hereby authorized and directed to issue individual warrants to the payees named hereon


District Designee Date 10/28/21

TOTAL BATCH PAYMENT	501,390.92 ***	0.00	501,390.92
TOTAL USE TAX AMOUNT			16.25
TOTAL DISTRICT PAYMENT	501,390.92 ****	0.00	501,390.92
TOTAL USE TAX AMOUNT			16.25
TOTAL FOR ALL DISTRICTS:	501,390.92 ****	0.00	501,390.92
TOTAL USE TAX AMOUNT			16.25

Number of checks to be printed: 103, not counting voids due to stub overflows.
Number of zero dollar checks: 2, will be printed.

501,390.92

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
220474	4 IMPRINT	4imprint- Gen Band	942.96	Pleasant Grove Middle School
220497	ALL STATE SIGN & PLAQUE CORP	Stop Signs	128.16	Lakeview
220486	AMAZON CAPITAL SERVICES INC	OCC Open PO / Fright Fest, etc	4,000.00	Marina Village School
220491	AMAZON CAPITAL SERVICES INC	OT Supplies	1,072.50	DISTRICTWIDE SERVICES
220507	AMAZON CAPITAL SERVICES INC	Library Supplies	80.71	DISTRICTWIDE SERVICES
220514	AMAZON CAPITAL SERVICES INC	Connectors and Punchdown	30.54	DISTRICTWIDE SERVICES
220526	AMAZON CAPITAL SERVICES INC	prof dev bks- Tch Like a Champ	2,452.54	DISTRICTWIDE SERVICES
220532	AMAZON CAPITAL SERVICES INC	Dist. Avid- Amazon- Books	154.32	Pleasant Grove Middle School
220488	AMERICAN RED CROSS	CPR Classes	2,500.00	DISTRICTWIDE SERVICES
220525	AMERICAN TEXTILE SYSTEMS	MASKS	294.00	DISTRICTWIDE SERVICES
220531	APPARATUS TESTING AND ENGINEER	Maint Testing/Charging System	1,650.00	Transportation
220500	BANK OF AMERICA	Ikea Order/Crance	42.88	Lakeview
220519	BANK OF AMERICA	Sams Club Copy Paper	643.07	Jackson School
220492	BANNER BUZZ	OCC/Fright Fest Banners	432.76	Marina Village School
220079	CAMERON PARK AUTOMOTIVE		2,500.00	Transportation
220426	CDW-G	500 chromebooks	166,968.75	DISTRICTWIDE SERVICES
220518	CDW-G	Printer for Library	417.20	Jackson School
220489	COMPUGROUP MEDICAL INC	Medi-cal Billing Contract	5,500.00	DISTRICTWIDE SERVICES
220503	CUSTOMINK	Band t-shirts / B. Cain	1,268.89	Marina Village School
220530	DAWSON'S FLOOR FASHIONS	Carpet/Flooring for Rescue Sch	6,797.51	Maintenance
220506	DEMCO INC	Library Supplies: PG,R,GV,LV	461.16	DISTRICTWIDE SERVICES
220487	DON JOHNSTON	Co-writer for two students	129.60	DISTRICTWIDE SERVICES
220527	EDC SPORTS LEAGUE		125.00	Green Valley School
220496	ELLISON EDUCATIONAL EQUIPMENT	dye cut pad	25.28	Rescue School
220484	FOLLETT SCHOOLS SOLUTIONS INC	Library Barcodes	99.66	DISTRICTWIDE SERVICES
220493	FOLLETT SCHOOLS SOLUTIONS INC	TCI history wkbks	30.03	DISTRICTWIDE SERVICES
220495	FOLLETT SCHOOLS SOLUTIONS INC	library books	341.72	Rescue School
220502	FOLLETT SCHOOLS SOLUTIONS INC	Celebration Book Order	1,149.69	Jackson School
220508	FOLLETT SCHOOLS SOLUTIONS INC	LF - scanner	225.91	DISTRICTWIDE SERVICES
220509	FOLLETT SCHOOLS SOLUTIONS INC	Library Barcodes - GV	105.53	DISTRICTWIDE SERVICES
220510	FOLLETT SCHOOLS SOLUTIONS INC	Open PO	321.75	DISTRICTWIDE SERVICES
220512	FOLLETT SCHOOLS SOLUTIONS INC	MV - Book Replacements	777.54	DISTRICTWIDE SERVICES
220513	FOLLETT SCHOOLS SOLUTIONS INC	Library Barcodes - LV	105.53	DISTRICTWIDE SERVICES
220515	GO-BOX LLC	Go-Box Chrome - Single Domain	1,415.64	DISTRICTWIDE SERVICES
220499	GOPHER SPORT	Gopher Sports	504.08	Pleasant Grove Middle School
220511	GOPHER SPORT	Covid ODE for C Scowcroft	491.90	Green Valley School
220516	GOPHER SPORT	Covid OED for Parsley	417.14	Green Valley School
220536	GOPHER SPORT	PE	114.25	Rescue School
220539	HOUGHTON MIFFLIN HARCOURT	Go Math - 3-year extension	111,909.15	DISTRICTWIDE SERVICES
220533	J.W. PEPPER & SON INC	Open PO for B.Cain band	1,000.00	Marina Village School
220529	NASCO MODESTO	NASCO 7TH GRD SCI	482.62	Pleasant Grove Middle School
220505	NATIONAL ASSOCIATION FOR MUSIC	National Assoc. for Music Educ	151.00	Pleasant Grove Middle School
220490	PEARSON ASSESSMENTS	Psych Testing Supplies	1,542.84	DISTRICTWIDE SERVICES
220520	PEARSON ASSESSMENTS	Testing Supplies	100.82	DISTRICTWIDE SERVICES
220534	PEARSON ASSESSMENTS	testing supplies	421.69	DISTRICTWIDE SERVICES
220528	READ NATURALLY INC	Read Live GV & LV thru 11/4/22	1,725.00	DISTRICTWIDE SERVICES
220522	REXEL ENERGY SOLUTIONS	light fixtures	2,671.33	Maintenance
220504	SACRAMENTO STATE JAZZ FESTIVAL	Sac State Winter Jazz Festival	250.00	Pleasant Grove Middle School
220524	SAENZ LANDSCAPE CONST COMPANY	Tree Planting	2,013.00	Maintenance
220498	SCHOLASTIC CLASSROOM MAGAZINES	Subscriptions/2nd grade	681.53	Lakeview
220494	SCHOOL SPECIALTY LLC	LF PTC Equip Order	432.74	Lake Forest School

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
220501	SCHOOL SPECIALTY LLC	Tardy slips for GV office	56.25	Green Valley School
220448	SCHOOL STEPS INC	Physical Therapy Services	16,800.00	DISTRICTWIDE SERVICES
220447	SHINE SUPPORT SERVICES LLC	Assistive Technology Services	2,800.00	DISTRICTWIDE SERVICES
220538	STAPLES ADVANTAGE	Daebelliehn/Laird Covid ODE	157.63	Green Valley School
220517	TOLEDO P E SUPPLY CO	Lunchtime equipment	180.12	Marina Village School
220521	TOLEDO P E SUPPLY CO	Athletics equipment / S. Gray	1,915.45	Marina Village School
220523	TREETOP PRODUCTS INC	TREETOP PRODUCTS-TABLES	2,567.04	Pleasant Grove Middle School
220470	WEVIDEO INC.	WeVideo- Avid Donations	341.00	Pleasant Grove Middle School
220535	WINSOR LEARNING INC	Sonday Supplies for MV	557.29	DISTRICTWIDE SERVICES
220485	WORTHINGTON DIRECT INC	Outdoor Cushion for Amy H	350.55	Jackson School
220537	YESCO SIGNS LLC	Sign Install at GV	5,516.94	Maintenance
TOTAL FUND			359,342.19	
TOTAL DISTRICT			359,342.19	

FUND		AMOUNT
01	GENERAL FUND	359,342.19
	TOTAL DISTRICT	359,342.19

RESCUE UNION SCHOOL DISTRICT

AGENDA: Certificated Personnel

RECOMMENDATION:

The Superintendent is recommending the Board of Trustees approve the following personnel action(s).

BACKGROUND:

Periodically changes in administrative staffing occur due to hiring, promotions, resignations or requests for leaves of absence. The Board must formally approve these requests.

STATUS:

The following certificated personnel changes are listed on the agenda.

Name	Personnel Action	Position FTE	Position	School or Dept.	Effective Date
Kristen Petty	100 % LOA	.6287	Teacher	Lakeview	10/28/2021

FISCAL IMPACT:

Fiscal impact will be reflected in the 2021-2022 budget.

BOARD GOALS:

Board Focus Goal IV - STAFF NEEDS

Attract and retain diverse, knowledgeable, dedicated employees who are skilled and supported in their commitment to provide quality education for our students.

Board Focus Goal VI – CULTURE OF EXCELLENCE

Create and promote practices that support, reward and incentivize employees to perform at exceptional levels for the benefit of our students.

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Classified Personnel

RECOMMENDATION:

The Superintendent is recommending the Board of Trustees approve the following personnel action(s).

BACKGROUND:

Periodically changes in classified staffing occur due to hiring, resignations or requests for leaves of absence. The Board must formally approve these requests.

STATUS:

The following classified personnel changes are listed on the agenda:

Name	Personnel Action	Pos. FTE	Position	School/Dept.	Effective Date
Adema, Kara	Employment	.04	Yard Supervisor/Crossing Guard	Green Valley	10/05/21
Hoss, Debra	Employment	38	Yard Supervisor	Marina Village	10/11/21
Matsumoto, Louisa	Employment	.375	Yard Supervisor	Jackson	10/14/21
McGready, Steven	Employment	1.0	Custodian – Districtwide	Operations	09/24/21
Aasen, Morgan	LOA/Unpaid	.78	IA – K & Yard Supervisor	Lakeview	10/18/21
Mathia, Megan	LOA/Unpaid	.47	Yard Supervisor	Rescue	10/29/21
Gabbard, Jill	Promotion	.20	Itinerant Independence Facilitator	Rescue	10/05/21
Roe, Jennifer	Promotion	.38	Instructional Asst. – TK & Intrv	Rescue	11/17/21
Herrera Garay, Beatriz	Resignation	.75	Itinerant Indepen. Fac. – Behavior	Student Services	10/19/21
Hill, Gennieve	Resignation	.81	Instructional Assistant – LVN/RN	Marina Village	10/22/21
Morales, Davenna	Resignation	.75	Itinerant Independence Facilitator	Lake Forest	09/24/21
Rodriguez Almanza, E	Resignation	.04	Yard Supervisor/Crossing Guard	Green Valley	10/01/21
Roe, Jennifer	Resignation	.38	Yard Supervisor	Marina Village	11/15/21

FISCAL IMPACT:

Fiscal impact will be reflected in the 2021-2022 budget years.

BOARD GOAL:

Board Focus Goal IV – STAFF NEEDS:

Attract and retain diverse, knowledgeable, dedicated employees who are skilled and supported in their commitment to providing quality education for our students.

Board Focus Goal VI – CULTURE OF EXCELLENCE

Create and promote practices that support, reward and incentivize employees to perform at exceptional levels for the benefit of our students.

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Confidential Personnel

RECOMMENDATION:

The Superintendent is recommending the Board of Trustees approve the following personnel action(s).

BACKGROUND:

Periodically changes in confidential staffing occur due to hiring, resignations or requests for leaves of absence. The Board must formally approve these requests.

STATUS:

The following confidential personnel changes are listed on the agenda:

Name	Personnel Action	Position FTE	Position	School/Dept.	Effective Date
Brown, Timothy	Promotion	1.0	Budget Technician	Business Services	10/20/21

FISCAL IMPACT:

Fiscal impact will be reflected in the 2021-2022 budget years.

BOARD GOAL:

Board Focus Goal IV – STAFF NEEDS:

Attract and retain diverse, knowledgeable, dedicated employees who are skilled and supported in their commitment to providing quality education for our students.

Board Focus Goal VI – CULTURE OF EXCELLENCE

Create and promote practices that support, reward and incentivize employees to perform at exceptional levels for the benefit of our students.

ITEM #: 17

DATE: November 16, 2021

RESCUE UNION SCHOOL DISTRICT

**AGENDA ITEM: El Dorado County Investment Portfolio Report
for Quarter Ended September 30, 2021**

RECOMMENDATION:

The Superintendent is recommending the Board of Trustees review the quarterly report.

BACKGROUND:

Quarterly the Board receives the El Dorado County Investment Portfolio Report as an information item. Under state law, school districts are required to maintain all operating funds with the County Treasury. The El Dorado County Treasurer-Tax Collector has the authority to invest such funds as are held in the County Treasury. The County Treasurer-Tax Collector is also responsible for providing a copy of the County investment report to each participating district on a quarterly basis.

STATUS:

The report for the quarter ended September 30, 2021 is included with this agenda item. All County investments meet the requirements of the District's investment policy.

FISCAL IMPACT:

Prudent management of our investments will increase the dollars available for the instructional program and building projects.

BOARD GOAL:

Board Focus Goal II – FISCAL ACCOUNTABILITY:

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.



EL DORADO COUNTY

TREASURER – TAX COLLECTOR
K. E. COLEMAN, MBA | M.ACC.
360 Fair Lane, Placerville, CA 95667
(530) 621-5800 | taxcollector@edcgov.us

Date: October 27, 2021

To: Depositors to County Investment Pool

From: K. E. Coleman, Treasurer-Tax Collector

A handwritten signature in blue ink, appearing to read "K. E. Coleman", is written over the printed name in the "From:" field.

RE: Investment Portfolio Report - Quarter Ending September 30, 2021

Attached herewith is the Investment Portfolio Report for the quarter ending September 30, 2021 per Government Code 53646(b) (1) and 53646(e).

The State of California Quarterly Report on the Pooled Money Investment Account is available at <https://www.treasurer.ca.gov/pmia-laif/reports/quarterly.asp> after the 20th of the month.



EL DORADO COUNTY

TREASURER – TAX COLLECTOR
K. E. COLEMAN, MBA | M.ACC.
360 Fair Lane, Placerville, CA 95667
(530) 621-5800 | taxcollector@edcgov.us

Date: October 28, 2021

To: K. E. Coleman, Treasurer-Tax Collector

From: Ginnie Hibert, Treasury Investment Analyst

A handwritten signature in blue ink, appearing to be "Ginnie Hibert".

RE: Investment Portfolio Report - Quarter Ending December 31, 2021

The El Dorado County Pooled Investment Portfolio Report for the quarter ending December 31, 2021 is attached for your review.

Average remaining life to maturity is 699 days. The effective rate of return is 0.40%.

Market values for securities held in third-party custody are provided by the safekeeper. Certificates of Deposit, Money Market Accounts, CAMP and funds in State of California Local Agency Investment Fund are marked at face value.

I certify that this report accurately reflects all the County investments, and is in conformance with the adopted County Investment Policy. Furthermore, I certify to the best of my knowledge, sufficient investment liquidity to meet the pool's expenditure requirements for the next six months and anticipated revenues are available to meet the County's budgeted expenditures.



**EL DORADO COUNTY TREASURY
COUNTY INVESTMENT POOL - SUMMARY**

September 30, 2021

Investments	Book Value	Percent of Portfolio	Average Term	Avg Days to Maturity	
State of CA Local Agency Invest Fund	68,478,746.00	10.66	1	1	LA1
Treasury Securities - Coupon	20,003,344.99	3.12	571	259	TRC
Certificates of Deposit - Bank	41,149,750.00	6.41	458	168	BCD
Federal Agency Issues - Coupon	319,130,812.40	49.70	1,351	1,083	FAC
CA Asset Management	20,000.00	0.00	1	1	LA2
Municipal Bond	22,276,430.18	3.47	1,017	757	MUN
TLGP - Temp Liquidity Guarantee Prog	137,671,493.18	21.44	1,069	834	MC2
Money Market Account	33,426,700.00	5.21	1	1	RRP
Total Investments and Averages	642,157,276.75	100.00%	983	762	

Month End

Effective Rate of Return .40%

BY: GINNIE HIBERT, TQS
FOR: K. E. COLEMAN, TREASURER/TAX COLLECTOR



**EL DORADO COUNTY TREASURY
COUNTY INVESTMENT POOL - INVESTMENTS**

September 30, 2021

Investment #	Issuer	Par Value	Market Value	Book Value	Days to Maturity	Maturity Date
State of CA Local Agency Invest Fund						
071-000000-1	State of California	49,750,000.00	49,750,000.00	49,750,000.00	1	
072-000000-1	State Of California CARES Act	0.00	0.00	0.00	1	
073-000000-1	American Rescue Plan Act	18,728,746.00	18,728,746.00	18,728,746.00	1	
Treasury Securities - Coupon						
001-220331-1	U.S. Treasury	5,000,000.00	5,007,800.00	5,005,915.69	181	03/31/2022
001-220630-1	U.S. Treasury	6,000,000.00	6,001,860.00	5,998,805.37	272	06/30/2022
001-220630-2	U.S. Treasury	3,000,000.00	3,000,930.00	2,999,887.96	272	06/30/2022
001-220731-1	U.S. Treasury	6,000,000.00	6,001,620.00	5,998,735.97	303	07/31/2022
Certificates of Deposit - Bank						
019-240824-1	River City Bank	1,400,000.00	1,400,000.00	1,400,000.00	1,056	08/22/2024
027-211206-2	Farmers & Merchants Bk LB	5,000,000.00	5,000,000.00	5,000,000.00	66	12/06/2021
027-211218-4	Farmers & Merchants Bk LB	3,000,000.00	3,000,000.00	3,000,000.00	78	12/18/2021
027-211226-3	Farmers & Merchants Bk LB	3,000,000.00	3,000,000.00	3,000,000.00	86	12/26/2021
027-220619-1	Farmers & Merchants Bk LB	4,000,000.00	4,000,000.00	4,000,000.00	261	06/19/2022
028-211103-1	First Bank	5,000,000.00	5,000,000.00	5,000,000.00	33	11/03/2021
028-211207-1	First Bank	7,000,000.00	7,000,000.00	7,000,000.00	67	12/07/2021
028-220521-1	First Bank	5,000,000.00	5,000,000.00	5,000,000.00	232	05/21/2022
028-220522-1	First Bank	7,500,000.00	7,500,000.00	7,500,000.00	233	05/22/2022
079-220206-1	Umpqua Bank	249,750.00	249,750.00	249,750.00	128	02/06/2022
Federal Agency Issues - Coupon						
002-231207-1	Fannie Mae	6,000,000.00	5,997,240.00	6,000,000.00	797	12/07/2023
002-231207-2	Fannie Mae	5,000,000.00	4,997,700.00	5,000,000.00	797	12/07/2023
002-231215-1	Fannie Mae	5,000,000.00	4,995,750.00	5,000,000.00	805	12/15/2023
002-240202-1	Fannie Mae	5,000,000.00	4,989,650.00	5,000,000.00	854	02/02/2024
002-240202-2	Fannie Mae	6,000,000.00	5,987,580.00	6,000,000.00	854	02/02/2024
002-240726-1	Fannie Mae	4,750,000.00	4,740,405.00	4,750,000.00	1,029	07/26/2024
002-250721-1	Fannie Mae	14,000,000.00	13,901,860.00	13,968,033.33	1,389	07/21/2025
002-250729-1	Fannie Mae	18,000,000.00	17,854,380.00	18,000,000.00	1,397	07/29/2025
002-251118-1	Fannie Mae	5,000,000.00	4,975,850.00	5,000,000.00	1,509	11/18/2025
029-220909-1	Federal Home Loan Bank	3,000,000.00	3,053,730.00	3,010,132.22	343	09/09/2022



**EL DORADO COUNTY TREASURY
COUNTY INVESTMENT POOL - INVESTMENTS**

September 30, 2021

Investment #	Issuer	Par Value	Market Value	Book Value	Days to Maturity	Maturity Date
029-240328-1	Federal Home Loan Bank	5,000,000.00	4,995,750.00	4,997,506.02	909	03/28/2024
029-240328-2	Federal Home Loan Bank	3,000,000.00	2,997,450.00	3,000,000.00	909	03/28/2024
029-240530-1	Federal Home Loan Bank	6,000,000.00	5,997,060.00	6,000,000.00	972	05/30/2024
029-240530-2	Federal Home Loan Bank	3,000,000.00	2,998,530.00	3,000,000.00	972	05/30/2024
029-240826-1	Federal Home Loan Bank	5,000,000.00	4,997,000.00	5,000,000.00	1,060	08/26/2024
029-240930-1	Federal Home Loan Bank	5,000,000.00	5,005,500.00	5,000,000.00	1,095	09/30/2024
029-250226-1	Federal Home Loan Bank	5,000,000.00	4,995,850.00	5,000,000.00	1,244	02/26/2025
029-250407-1	Federal Home Loan Bank	5,500,000.00	5,487,625.00	5,500,000.00	1,284	04/07/2025
029-250428-1	Federal Home Loan Bank	5,000,000.00	4,986,000.00	5,000,000.00	1,305	04/28/2025
029-250826-1	Federal Home Loan Bank	4,500,000.00	4,497,300.00	4,500,000.00	1,425	08/26/2025
029-250826-2	Federal Home Loan Bank	3,500,000.00	3,497,900.00	3,500,000.00	1,425	08/26/2025
029-250827-1	Federal Home Loan Bank	10,000,000.00	9,914,700.00	10,000,000.00	1,426	08/27/2025
029-250909-1	Federal Home Loan Bank	5,000,000.00	4,992,900.00	5,000,000.00	1,439	09/09/2025
029-251230-1	Federal Home Loan Bank	6,000,000.00	5,955,960.00	6,000,000.00	1,551	12/30/2025
029-260224-1	Federal Home Loan Bank	2,000,000.00	1,996,240.00	1,983,727.01	1,607	02/24/2026
029-260225-1	Federal Home Loan Bank	5,000,000.00	4,957,350.00	5,000,000.00	1,608	02/25/2026
029-260330-1	Federal Home Loan Bank	5,000,000.00	4,993,950.00	5,000,000.00	1,641	03/30/2026
029-260413-1	Federal Home Loan Bank	6,000,000.00	5,991,120.00	6,000,000.00	1,655	04/13/2026
029-260429-1	Federal Home Loan Bank	6,000,000.00	5,995,620.00	6,000,000.00	1,671	04/29/2026
029-260520-1	Federal Home Loan Bank	6,000,000.00	5,994,900.00	6,000,000.00	1,692	05/20/2026
029-260617-1	Federal Home Loan Bank	5,000,000.00	4,990,500.00	5,000,000.00	1,720	06/17/2026
029-260721-1	Federal Home Loan Bank	6,000,000.00	5,984,760.00	6,000,000.00	1,754	07/21/2026
030-220516-1	Federal Farm Credit Bank	5,000,000.00	5,002,500.00	4,999,372.68	227	05/16/2022
030-221013-1	Federal Farm Credit Bank	5,000,000.00	4,999,800.00	4,998,447.84	377	10/13/2022
030-221013-2	Federal Farm Credit Bank	5,000,000.00	5,004,650.00	4,999,021.19	377	10/13/2022
030-221130-1	Federal Farm Credit Bank	4,000,000.00	3,997,800.00	3,999,650.83	425	11/30/2022
030-230810-1	Federal Farm Credit Bank	10,000,000.00	9,979,555.56	9,987,813.31	678	08/10/2023
030-231103-1	Federal Farm Credit Bank	5,000,000.00	5,004,850.00	5,000,000.00	763	11/03/2023
030-231130-1	Federal Farm Credit Bank	4,000,000.00	3,999,120.00	3,999,567.22	790	11/30/2023
030-250506-1	Federal Farm Credit Bank	5,000,000.00	4,991,350.00	5,000,000.00	1,313	05/06/2025
030-250527-1	Federal Farm Credit Bank	20,000,000.00	19,963,200.00	19,996,342.41	1,334	05/27/2025
030-250812-1	Federal Farm Credit Bank	6,000,000.00	5,956,140.00	6,000,000.00	1,411	08/12/2025



**EL DORADO COUNTY TREASURY
COUNTY INVESTMENT POOL - INVESTMENTS**

September 30, 2021

Investment #	Issuer	Par Value	Market Value	Book Value	Days to Maturity	Maturity Date
032-221123-1	Freddie Mac	5,000,000.00	4,999,800.00	5,000,000.00	418	11/23/2022
032-221123-2	Freddie Mac	8,200,000.00	8,199,672.00	8,200,000.00	418	11/23/2022
032-221123-3	Freddie Mac	2,000,000.00	2,000,160.00	2,000,000.00	418	11/23/2022
032-230216-1	Freddie Mac	10,000,000.00	9,999,900.00	10,000,000.00	503	02/16/2023
032-230314-1	Freddie Mac	5,000,000.00	5,000,450.00	5,000,000.00	529	03/14/2023
032-230516-1	Freddie Mac	6,250,000.00	6,248,875.00	6,250,000.00	592	05/16/2023
032-230804-1	Freddie Mac	6,000,000.00	5,996,280.00	6,000,000.00	672	08/04/2023
032-230823-1	Freddie Mac	3,150,000.00	3,148,992.00	3,149,562.46	691	08/23/2023
032-231013-1	Freddie Mac	5,000,000.00	4,997,300.00	4,998,983.33	742	10/13/2023
032-231201-2	Freddie Mac	3,000,000.00	2,997,810.00	3,000,000.00	791	12/01/2023
032-240805-1	Freddie Mac	2,345,000.00	2,341,482.50	2,346,323.12	1,039	08/05/2024
032-250528-1	Freddie Mac	10,000,000.00	9,985,100.00	9,996,329.43	1,335	05/28/2025

CA Asset Management

011-000000-1	California Asset Management Pr	20,000.00	20,000.00	20,000.00	1	
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Municipal Bond

048-230801-1	Southwestern Cmnty College	100,000.00	100,228.00	100,181.56	669	08/01/2023
105-220701-1	City of Coachella CA	235,000.00	235,935.30	235,553.36	273	07/01/2022
105-230701-1	City of Coachella CA	255,000.00	257,142.00	256,411.56	638	07/01/2023
120-231201-1	ED Union High School	125,000.00	125,670.00	125,523.60	791	12/01/2023
120-240801-1	Hayward CA Unif School Distric	280,000.00	304,967.60	306,826.03	1,035	08/01/2024
120-241201-1	ED Union High School	430,000.00	431,711.40	432,690.97	1,157	12/01/2024
139-230801-1	Los Angeles Cmnty College	3,000,000.00	3,005,970.00	3,002,401.83	669	08/01/2023
139-240801-1	Los Angeles Cmnty College	2,500,000.00	2,505,725.00	2,505,096.20	1,035	08/01/2024
140-211201-1	Los Angeles Cnty Public Works	3,000,000.00	3,013,890.00	3,013,342.22	61	12/01/2021
155-230801-1	Mojave CA Unif School Dist	265,000.00	265,050.35	265,745.81	669	08/01/2023
155-230801-2	Mojave CA Unif School Dist	1,100,000.00	1,101,463.00	1,104,879.40	1,035	08/01/2024
160-230801-1	Pleasant Hill CA Rec & Parks	100,000.00	99,919.00	100,399.94	669	08/01/2023
166-240715-1	City of Red Bluff CA	915,000.00	920,224.65	920,741.62	1,018	07/15/2024
166-250715-1	City of Red Bluff CA	975,000.00	982,780.50	983,835.11	1,383	07/15/2025
175-240101-1	San Buenaventura CA	500,000.00	502,955.00	502,247.12	822	01/01/2024
185-220801-1	Tulare CA JT Unif Sch Dist	465,000.00	463,660.80	463,532.21	304	08/01/2022
195-230401-1	Ukiah CA Public Financing Auth	600,000.00	607,796.20	608,517.94	547	04/01/2023



**EL DORADO COUNTY TREASURY
COUNTY INVESTMENT POOL - INVESTMENTS**

September 30, 2021

Investment #	Issuer	Par Value	Market Value	Book Value	Days to Maturity	Maturity Date
196-220515-1	University of California	500,000.00	500,070.00	500,000.00	226	05/15/2022
196-230515-1	University of California	1,000,000.00	999,330.00	1,000,000.00	591	05/15/2023
196-240515-1	University of California	5,840,000.00	5,824,931.50	5,848,903.70	957	05/15/2024
TLGP - Temp Liquidity Guarantee Prog						
005-221021-1	Bank of America	10,771,000.00	10,782,524.97	10,895,433.39	385	10/21/2022
006-230621-1	Bank of America	6,000,000.00	5,929,440.00	6,000,000.00	628	06/21/2023
006-231218-1	Bank of America	8,000,000.00	7,899,680.00	8,000,000.00	808	12/18/2023
006-240226-1	Bank of America	6,000,000.00	5,962,860.00	6,000,000.00	878	02/26/2024
006-240226-2	Bank of America	3,473,000.00	3,451,502.13	3,471,609.19	878	02/26/2024
006-240311-1	Bank of America	6,000,000.00	5,954,460.00	6,000,000.00	892	03/11/2024
006-240926-1	Bank of America Corp	1,314,000.00	1,261,637.10	1,314,000.00	1,091	09/26/2024
069-220526-1	Toyota Motor Credit	5,000,000.00	5,031,250.00	5,028,510.45	237	05/26/2022
069-221014-1	Toyota Motor Credit	4,950,000.00	4,957,920.00	4,954,636.21	378	10/14/2022
069-230330-1	Toyota Motor Credit	6,119,000.00	6,354,520.31	6,345,838.81	545	03/30/2023
069-230825-1	Toyota Motor Credit	6,000,000.00	6,110,280.00	6,121,615.20	693	08/25/2023
069-240618-1	Toyota Motor Credit	5,000,000.00	4,979,405.56	4,995,188.17	991	06/18/2024
069-240618-2	Toyota Motor Credit	8,400,000.00	8,366,568.00	8,391,383.92	991	06/18/2024
069-251016-1	Toyota Motor Credit	3,000,000.00	2,960,160.00	2,966,959.41	1,476	10/16/2025
072-221209-1	Union Bank of CA	3,100,000.00	3,160,636.00	3,160,031.70	434	12/09/2022
400-231207-1	Bank of New York Mellon Corp	6,000,000.00	5,993,520.00	6,002,183.33	797	12/07/2023
401-250820-1	Apple Inc	5,000,000.00	4,922,550.00	4,936,996.33	1,419	08/20/2025
401-250820-2	Apple Inc	5,000,000.00	4,922,550.00	4,971,314.34	1,419	08/20/2025
401-260208-1	Apple Inc	4,000,000.00	3,953,960.00	3,951,312.17	1,591	02/08/2026
410-231113-1	Bristol Myers Squibb (BMY)	4,000,000.00	4,000,720.00	4,006,216.88	773	11/13/2023
420-220819-1	Honeywell International	1,002,000.00	1,002,130.26	1,002,914.08	322	08/19/2022
424-231222-1	JPMorgan Chase Corp	6,000,000.00	5,910,720.00	6,000,000.00	812	12/22/2023
424-240318-1	JPMorgan Chase Corp	5,000,000.00	4,908,800.00	5,000,000.00	899	03/18/2024
424-240318-2	JPMorgan Chase Corp	6,000,000.00	5,890,560.00	6,000,000.00	899	03/18/2024
430-230406-1	John Deere Capital Corp	2,140,000.00	2,168,526.20	2,168,698.54	552	04/06/2023
430-240117-1	John Deere Capital Corp	5,000,000.00	4,998,550.00	5,000,000.00	838	01/17/2024
442-250624-1	New York Life	1,000,000.00	996,640.00	997,331.61	1,362	06/24/2025
442-250624-2	New York Life	4,000,000.00	3,986,560.00	3,989,319.45	1,362	06/24/2025



EL DORADO COUNTY TREASURY
COUNTY INVESTMENT POOL - INVESTMENTS

September 30, 2021

Investment #	Issuer	Par Value	Market Value	Book Value	Days to Maturity	Maturity Date
Money Market Account						
019-000000-1	River City Bank	15,360,000.00	15,360,000.00	15,360,000.00	1	
021-000000-1	Citizens Business Bank	106,700.00	106,700.00	106,700.00	1	
025-000000-1	East West Bank	3,550,000.00	3,550,000.00	3,550,000.00	1	
027-000000-1	Farmers & Merchants Bk LB	20,000.00	20,000.00	20,000.00	1	
028-000000-1	First Bank	20,000.00	20,000.00	20,000.00	1	
079-000000-1	Umpqua Bank	20,000.00	20,000.00	20,000.00	1	
244-000000-1	Five Star Bank	14,350,000.00	14,350,000.00	14,350,000.00	1	
Total Investments and Average		641,724,196.00	640,688,353.89	642,157,276.75	762	

Rescue Union School District

AGENDA ITEM: Marina Village Overnight Field Trip

RECOMMENDATION:

The Superintendent is recommending the Board of Trustees approve the overnight field trip to Disneyland pending any unforeseen restrictions due to COVID-19.

BACKGROUND:

It is board policy to approve overnight field trips. The following field trip has been approved by Instructional Services and is submitted for Board approval.

Disneyland Magic Music Days Workshop and Performance

Marina Village Middle School

May 3-6, 2022

STATUS:

The Disney Performing Arts Soundtrack Sessions put participants in a recording studio setting where Disney music professionals teach students important sight-reading and performance concepts, and what it's like to work in the music industry. Workshop Clinicians are composers, arrangers, conductors and studio musicians, each with Disney credit to their name. The studios are the real deal, so when students put on a pair of wireless headphones and listen to the click track, they truly learn what it's like to lay down tracks like the pros. Each 90-minute session includes playback of actual Disney film clips with the musical score provided by your ensemble.

FISCAL IMPACT:

N/A

BOARD GOAL:

Board Focus Goal I – STUDENT NEEDS:

B. Curriculum and Instruction: Provide a meaningful, innovative learning environment using Common Core, and other student content standards and research-based, progressive, effective instructional methodology, instructional materials, staff development and technology that will ensure student success in career and college

RESCUE UNION SCHOOL DISTRICT

FIELD TRIP REQUEST

*All field trip requests shall be submitted at least 30 calendar days in advance unless special circumstances exist. (AR 6153)
All overnight and/or out of state field trips require Board approval. (BP 6153)*

Contact Person: <u>Ben Cain</u>	Date of Request: <u>10/21/21</u>
School: <u>Marina Village</u>	Date(s) of Trip: <u>5/3 - 5/6/22</u> <small>Check here if field trip is overnight <input checked="" type="checkbox"/></small>

PARTICIPANTS					
Teacher	Grade	# of Students	# of Staff	# Chaperones	Total
<u>Ben Cain</u>	<u>7/8</u>	<u>22</u>	<u>1</u>	<u>4</u>	<u>27</u>
Total Participants					<u>27</u>

DESTINATION <small>Check here if field trip is out of state <input type="checkbox"/></small>	
Destination: <u>Disneyland/ California Adventure</u>	Contact Person: <u>Meghan Latour</u>
Address: <u>Anaheim, CA</u>	Phone: <u>434-284-9709</u>

MODE OF TRANSPORTATION

Walking
 Private Vehicle
 Commercial Transportation
 District Bus

If District bus, names of staff riding the bus: _____

ITINERARY			COST PER PERSON	
Arrival Time	Departure Time	Location		
		<i>Departure from School</i>	Entrance Fee	<u>See attached</u>
		Destination: <u>See attached itinerary</u>	Transportation	_____
		Other: _____	Parking	_____
		Other: _____	Food	_____
			Other	_____
			Total	_____
		<i>Arrival Back at School</i>	Source of funds:	<u>students/parents</u>

PURPOSE & PREPARATION (Describe field trip and how it relates to and supports concurrent unit of study. Describe activities involved in preparation for field trip.)

Magic Music Days w/ MVMS Advanced Jazz Band Performance Clinics & Workshops

Teacher Signature: <u>[Signature]</u>	Date: <u>10/21/21</u>			
Principal Signature: <u>[Signature]</u>	Date: <u>10/22/21</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Denied
Superintendent Signature: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>	Approved Denied

Reason for Denial: _____

*** FOR TRANSPORTATION USE ***			
Date Received:	Buses required: 1 2 3 4 5	Estimated Mileage Cost _____ miles @ \$ _____ = \$ _____	
Route Coverage Required? YES NO		Estimated Driver Cost _____ hrs x \$30 = _____ + \$ _____ (meal) = \$ _____	
TMS #	EM #	Total Estimated Cost \$ _____	
Name of Commercial Carrier:	Estimated Charges: \$ _____	Teacher Confirmation	<input type="checkbox"/>
		Commercial Carrier Confirmation	<input type="checkbox"/>
Director of Transportation Signature	Date	<input type="checkbox"/>	<input type="checkbox"/>
Approved Denied			
Comments: _____			



ACO 3797

SIGNAL SERVICE, INC.

C10 634458

1211 S. Main Street / P.O. Box 597 Angels Camp, California 95222
 Voice: (800) 983-5300 • Fax: (209) 736-9301
 www.signalserviceinc.com

COMMERCIAL LEASE INSTALLATION, MONITORING, SERVICE, & INSPECTION AGREEMENT

Certificate of Insurance Required by Customer

SYSTEM TYPE:	<input type="checkbox"/> Access Control	<input type="checkbox"/> Intrusion	<input checked="" type="checkbox"/> Fire	<input type="checkbox"/> Camera/Video	<input type="checkbox"/> Elevator
COMMUNICATION TYPE:	<input type="checkbox"/> Cellular, Basic	<input type="checkbox"/> Cellular, Premium	<input checked="" type="checkbox"/> Cellular, Fire	<input type="checkbox"/> Network	<input type="checkbox"/> Phone Line
SERVICE LEVEL:	<input checked="" type="checkbox"/> Standard	<input type="checkbox"/> Extended Warranty			
SERVICES:	<input type="checkbox"/> Remote Access, Basic	<input type="checkbox"/> Remote Access, Premium	<input type="checkbox"/> ENTRE	<input type="checkbox"/> Daily Test Timer	<input type="checkbox"/> Camera App
INSPECTIONS:	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Annual	<input type="checkbox"/> Biennial	<input checked="" type="checkbox"/> Insp Decline

See attached quote AAAQ8732 for additional details.

PREMISES ADDRESS: 2380 Bass Lake Rd, Rescue, CA 95672
CONTACT PERSON:
 Tel: (530) 677-3686 Mobile: Email:
BILLING INFORMATION: RUSD, 2390 Bass Lake Rd,
 Rescue, Ca 95672
 Tel: (530) 672-4803 Mobile: Email:
SUBSCRIBER: RUSD-Green Valley Elementary
 School
 Tel: (530) 677-3686 Mobile: Email:

This Commercial Lease, Monitoring, Service, & Inspection Agreement is entered into on 10/4/2021, by and between RUSD-Green Valley Elementary School ("you," "your"), and Signal Service, Inc., a California corporation ("we," "us," "our", and "Company").

1. Term. The original term of this Agreement is **60** months. This Agreement will automatically renew for successive two-year periods, unless either party notifies the other in writing of its intent to terminate no less than 30 days before the expiration of the original period or subsequent renewal period.

2. Monitoring Services.

2.1. Services Description. We will provide the services described above. **You chose the monitoring service and agreed that the chosen service meets your needs. Additional, different, or higher levels of protection and service were discussed with you and are available from us at an additional cost.** The signals or images, if any, from the system (the "System") located at the premises identified above ("the Premises") are monitored at our monitoring center or an independent monitoring center ("Monitoring Center") that we select. If the System is removed for any reason, we are not obligated to restore the Premises to its original condition or to redecorate the Premises.

2.2. Monitoring Payment. You will pay us **\$46** per month, paid quarterly in advance on the first day of the month following the month in which services begin, commencing on the date listed above. You must pay the prorated fees for the month in which monitoring services begin. Your payments as shown above do not include any applicable tax. If any taxes are due, you must pay the tax in addition to your monthly payments.

3. Installation of Lease Equipment.

3.1. Installation Description. We will install, or cause to be installed, the equipment. All equipment and other items, including our yard signs and window stickers, will always remain our property and may be removed by us at any time.

3.2. Installation Contract Price; Down Payment. The installation contract price is **\$ 854.85**, which does not include electrical work or asbestos abatement. **The down payment for the installation contract price is \$0.00, which will NOT exceed \$1,000.00 or 10% of the installation contract price.** You will pay us, our agents, or assigns this contract price for all installation, labor, services, equipment, or materials to be provided or installed under this Agreement. You must not hold back or delay payment because of inclement or lack of suitable weather, while waiting for official building inspections, or for any other reason.

3.3. Start Date. Delivery of equipment to our offices so that System installation may begin or starting the installation of wiring at the Premises constitutes substantial commencement of the work to be performed under this Agreement. Upon completion of a fire System installation, we will provide you with all documents required by the authority having jurisdiction and applicable law, unless otherwise indicated below. After completing installation, we will thoroughly instruct you on the proper use of the System.

4. Inspection Services and Payment.

4.1. Services Description. If you opt to enroll in our recurring inspection services program, we will provide the inspection services as described in the attached Schedule of Protection. Unless otherwise noted in the attached Schedule of Protection, the inspection services will consist of us testing your System components to ensure proper working order and will be performed to meet the minimum requirements of the applicable code. If UL certified, the inspection will comply with UL requirements. We will notify you in advance of scheduled inspection date; however, it is your responsibility to either permit access on that date or reschedule if needed. Our inspection service ensures only that components are in proper working order at the time of inspection. Our inspection services do not include repairs.

4.2. Payment. You will pay us in advance for the term of this Agreement, for the inspection services described above.

5. Finance Charge. There is no finance charge or similar cost for any of the services provided under this Agreement.

6. Service and Repair.

6.1. Repair; Hours. Please call the number at the top of this Agreement for service and repair. Service and repair are included for company-owned equipment and includes all parts and labor. Service or repair is provided Monday through Friday, excluding holidays, between the hours of 8:00 a.m. and 4:00 p.m. A responsible adult must be at the Premises at the time of the service call. Emergency service is available at all other times at our then current premium labor rate and trip charge. **Payment must be made upon completion of work.**

6.2. Repair or Replace; Remote Access. We may, in our sole discretion, either repair or replace the part and may substitute new or reconditioned materials of equal quality at the time of replacement. If the repair costs exceed the replacement cost, we may replace the defective equipment with new or reconditioned equipment substantially equivalent to or with comparable features as the existing

equipment. The replacement equipment may have a higher or lower selling price than the original equipment you have. We may program, alter, or repair the System remotely.

6.3. Liability. We are not responsible for loss or damage while the System is under repair or awaiting parts. Any repair, service, replacement, or addition of equipment by us after the initial installation or programming of the System is governed by this Agreement, in particular **Paragraphs 8, 9, and 23**, which limit our liability.

7. Title to Systems; Security Interest; Risk of Loss; Removal of System.

7.1. Title; Security Interest. You understand that we are providing the System as part of our service; that we hold sole title to the System, including all components and communicators, yard signs, and window stickers at all times; and that they may be removed by us at any time. When the installation is complete, you will hold title to the wire, cable, and conduit only. You must not damage, lien, encumber, or dispose of any part of the System or permit the System to be damaged, encumbered, removed, tampered with, or repaired by anyone other than us. Installation of the System does not create a fixture to the Premises. By this Agreement, you grant us a security interest in the System and, if we need to perfect the interest, you will comply with all reasonable requests. If you do not own the Premises, you must obtain the written consent of the owner for the installation, removal, or abandonment of the System.

7.2. Risk of Loss; Insurance. You bear the entire risk of loss for the System once installation begins. You must maintain all risk insurance for damage to or loss of the System and all its components at your expense. You must name us as a loss payee on all insurance policies. If the System or any part of it is damaged or lost, you must pay us the reasonable value of the System or the cost of repair, which we will decide in our reasonable discretion.

7.3. Removal of System. When this Agreement expires or is terminated, or if you default, you must allow us to immediately enter the Premises and remove or deactivate all or any part of the System. You must return the System to us in good condition, except for reasonable wear and tear. We are not required to remove all or any part of the System, and we may elect to disable or abandon all or any part of the System. Removing, disabling, or abandoning the System is without prejudice to the collection of all sums due under this Agreement or any extensions or renewals thereof. If the System is removed for any reason, we are not obligated to restore the Premises to its original condition or to redecorate the Premises.

8. DISCLAIMER OF WARRANTIES; LIABILITY; CONSEQUENTIAL DAMAGES. Our obligation to provide the services described above arise solely from this Agreement. We do not represent or warrant that the System or service will not be compromised or by-passed; that it will detect or prevent all burglaries, hold-ups, personal emergencies, fires, smoke or water damage, or otherwise; or that it will in all cases provide the protection or convenience for which it was installed or intended. We, our agents, and employees make no representations or warranties, express or implied, as to any matter whatsoever, including without limitation, the condition of the equipment, its merchantability, its fitness for any particular purpose, or non-infringement or title. You did not rely on any representation or warranty, express or implied. Any information provided or promised does not create an express warranty and will be considered expressions of personal opinion only. If we were to have any liability greater than that agreed to by you in Paragraphs 8, 9, and 23 of this Agreement, we could not and would not provide the System or services, and we could not provide the System or services at the rates provided. The warranty provided in this Agreement gives you specific legal rights, and you may have other rights that vary from state-to-state. We are not liable for special, consequential, or incidental damages. Some states do not allow the exclusion or the limitation of consequential or incidental damages, so the above limitations or exclusions may not apply to you.

9. LIMITATION OF LIABILITY.

9.1. No Guarantee. We and our divisions and affiliates are not insurers of your real or personal property or data, or the personal safety or property of anyone on the Premises. This Agreement is not an insurance policy or a substitute for an insurance policy. You must obtain all property, life, health, disability, business interruption, or other necessary insurance, and recovery for losses is limited to such insurance coverage. The payments required are based solely upon the value of the System or service, and not on the value of your real or personal property or data, or the property of others located in or on the Premises. We make no guarantee or warranty, including an implied warranty of merchantability or fitness, that the System or service will prevent or avoid occurrences or the consequences of occurrences that the System or service is designed to detect or avert. You understand that it is impractical and extremely difficult to determine in advance (a) the value of your real or personal property or data, or the property of others kept on the Premises, that may be lost, stolen, or damaged if the System or service does not operate properly; (b) the response time of the Monitoring Center, emergency personnel, or guard service, if any; (c) what portion, if any, of a loss, damage, personal injury, or death would be proximately caused by our failure to perform or our active or passive negligence; or (d) whether a camera or access control system, if any, would detect or prevent unauthorized intrusions or activities.

9.2. Amount of Liability. If we, our agents, or employees are found liable for loss, damage, or injury of any kind whatsoever from our failure to perform any of our obligations under this Agreement; failure of the System, equipment, or service in any manner; breach of warranty; subrogation; tort; or our active or passive negligence, then our liability is limited to a sum equal to the total annual monitoring fees at the time of the incident or \$1,500, whichever is greater. This is not a penalty. This is your only remedy regardless of the legal theory used to find the Monitoring Center or us liable.

9.3. More Protection. You may obtain a higher limitation of liability by paying an additional charge. If you elect this option, a rider will be attached to this Agreement stating the terms, conditions, and amount of the limited liability and the additional charge. Even if a rider is provided to you, we are not your insurer.

10. False Alarms. If you cause an excessive number of false alarms through carelessness or malicious or accidental use of the System, or if you in any manner misuse or abuse the System, your conduct is a material breach of contract. After giving you ten-days written notice, we may at our option, in addition to all other legal remedies, terminate this Agreement. You are **solely responsible** for all false alarm fines, penalties, or fees, including charges from a private guard service, if any, whether assessed against you or us.

11. Alarm Signal Transmission Methods. If cellular or radio service is used as your primary or secondary transmission method, then the System's communicator is connected to a cellular or radio network. The use of radio frequencies is controlled by the Federal Communications Commission ("FCC"), and changes in FCC rules, regulations, and policies may necessitate discontinuing transmissions. You must pay all monthly service charges connecting the Premises to our Monitoring Center. Radio or cellular transmissions are subject to topographical and environmental conditions, including power failures and electrical storms, that are totally beyond our control. Service may also be limited based on available coverage, carrier, or third-party related issues.

12. Interruption, Suspension, or Cancellation of Service. We are not liable for any delay in monitoring or service of the System, for the consequences of delay, or for any interruption of operation because of floods; storms; earthquakes; fire; power failures; strikes; riots; war, declared or undeclared; terrorism; insurrection; interruption or unavailability of telephone, cellular, cable, radio, Internet, or other transmission services; acts of God; or for any other cause beyond our control, regardless of cause or origin. We are not required to provide monitoring or other services to you while any of these causes exist. If services are suspended for these reasons, you must continue to pay

under the terms of this Agreement. If the Monitoring Center or the Premises or equipment are destroyed by fire or other catastrophe, are so substantially damaged that it is impractical to continue service, or if the Monitoring Center or we are unable to render service, this Agreement will be suspended without notice.

13. Audible Alarm Shut Off. If your System has an audible alarm, we will enable a device that automatically shuts off the audible alarm after it has sounded for not more than ten minutes after the first activation; but no automatic shut-off for fire devices is allowed.

14. Delay in Installation; Interruption of Service. We are not liable for any delay in the installation or service of the System, for the consequences of delay, or for any interruption of operation because of floods; storms; earthquakes; fire; power failures; strikes; riots; war, declared or undeclared; terrorism; insurrection; interruption or unavailability of telephone, cellular, cable, radio, Internet, or other transmission services; acts of God; or for any other cause beyond our control, regardless of cause or origin. We are not required to provide installation, repair, or any other services to you while any of these causes exist.

15. Acceptance of Installation. After the System is installed, we will inspect the System together. Any error or omission in the design, construction, or installation of the System must be brought to our attention in writing within 15 days after completion of installation. After 15 days, the installation is totally satisfactory to and accepted by you.

16. Your Duties as to Use of System; Battery and Device Replacement; Monitoring or System Permits.

16.1. Test. Immediately before securing the Premises, you or others using the System must carefully and properly set the System. You must properly test the System *at least* monthly during the term of this Agreement. If the System does not operate properly or if there is a power failure or other interruption at the Premises, you must notify us immediately.

16.2. Batteries. If your System uses wireless battery-operated devices, you must replace the batteries when the System emits a low-battery signal or *at least* every two years. You may also call us and we will replace the batteries at your expense at our then current rates for parts and labor. If you fail to replace the batteries, or if the batteries are low or dead, the System will not function properly.

16.3. Carbon Monoxide Detectors. If you have carbon monoxide detectors, you must replace them *at least* every three years.

16.4. Changes. You must immediately notify us of any changes to the Premises or to any fixtures, furniture, or equipment. You must immediately notify us of any changes to your telephone service, including the installation of DSL, BPL, Voice over Internet Protocol ("VoIP"), or other Internet-based telephone service.

16.5. Power. You must provide 24-hour electrical service and electrical outlets for the System.

16.6. Permits. Monitoring may be subject to permit fees. If required, obtaining and maintaining an alarm permit is your sole responsibility. You are solely responsible for paying for all monitoring, alarm, or system permits, licenses, or fees imposed by authorities having jurisdiction necessary for the use and operation of the System, and all other charges or fees imposed. You are solely responsible for determining whether the city, county, or governmental subdivision in which the Premises are located has or may later have statutes or ordinances requiring that you obtain and maintain a license or permit for the System.

16.7. Notification. Unless you have a valid alarm-user permit or license, which must be kept current and active as required, certain emergency personnel will not respond to an alarm signal. In order to request an emergency response, we must know your permit number. Until you obtain, at your expense, all necessary permits or licenses, and provide us with the license or permit number, we may not be able to notify emergency personnel of an alarm.

17. Change in Ownership of Premises. Moving from the Premises does not relieve you of your obligations under this Agreement.

18. Assignment; Rights of Subcontractors. We may assign this Agreement to any person or entity without notice to you. You shall not assign or otherwise transfer this Agreement without our prior, written consent. We may subcontract any of the work or services to be performed under this Agreement, including monitoring, without notice to you. You acknowledge that this Agreement, especially Paragraphs 8, 9, and 23, protects the Monitoring Center and our other subcontractors in the same way that those paragraphs protect us.

19. Default; Interest; Reactivation.

19.1. Default. Any of the following constitute your default under this Agreement: (a) failure to pay any amount provided in this Agreement within ten days after the same is due; (b) failure to communicate or cooperate with us; (c) failure to perform any other obligations under this Agreement within ten days after written request; (d) failure to timely and properly inspect and test your System; or (e) you become a debtor in a bankruptcy proceeding. If you default, we may discontinue all services upon ten days' written notice to you and accelerate and recover all amounts to become due under this Agreement, as well as all other sums to which we are entitled. For fire systems, we may report your failure to inspect and test your System, or lack of System monitoring to the proper authority.

19.2. Interest. If any payment due is more than ten days late, you will pay simple interest on each past due payment in the amount of 18% per year calculated on a 360-day year [periodic rate of 1.5% per month or the maximum amount allowed by law] until the balance is paid in full. You will pay a service charge of \$25 for each returned check.

19.3. Reactivation. If we discontinue service for any reason and you desire to reactivate the service, reactivation is subject to our then-current reactivation fee and payment of all past due amounts. If the System cannot be reactivated remotely, and a service call is required, you must also pay us our then current and applicable rates for parts and labor.

20. Change in Rates.

20.1. Our Right to Increase; Your Right to Cancel. We may increase the monitoring or service fees at any time after the expiration of the initial term of this Agreement, but not more than once in any 12-month period, and upon giving you written notice in 30 days in advance of the effective date of the increase. If you do not want to pay the increased charge, you may cancel the then unexpired term of this Agreement by notifying us in writing 30 days before the effective date of the increase.

20.2. Taxes, Charges, and Fees. We may increase the monitoring or service fees at any time to reflect increases in federal, state, and local taxes; utility charges, including telephone charges; municipal fees and charges; and any other similar charges which relate to the services provided under this Agreement that are imposed on us. By signing this Agreement, you agree to pay all increases made under this paragraph.

21. Credit Investigation. You (and any guarantor) authorize us to conduct credit investigations from time to time to determine your (and any guarantor's) credit worthiness.

22. Notices. All notices regarding this Agreement must be in writing and may be served by personal delivery; by a reputable overnight carrier with all delivery charges provided for; or by certified mail, return-receipt requested, and regular mail, with postage prepaid, to the addresses set forth in this Agreement or to any other address provided by one party to the other from time to time in writing.

23. Third-Party Indemnification; Subrogation. You shall immediately defend and indemnify us against all claims brought by others, including personal injury, tort, negligence, property damage, or death. This indemnity applies to all claims regardless of cause, including our or the System's performance or failure to perform; defects in products, design, installation, activation, or service; negligence; tort; warranty; contribution; indemnification; or strict products liability. So far as permitted by your liability or property insurance policy, you release us from all claims, whether the claims are made by or through you, including your insurance company or other parties, and you shall defend and indemnify us from all claims. You must notify your insurance company of these terms. This paragraph does not apply to claims for loss or damage solely and directly caused by an employee of Company or Monitoring Center while on the Premises.

24. Time to Bring Suit; Venue; Governing Law. Any lawsuit or other legal proceeding arising out of or relating to this Agreement, whether based upon contract, tort, negligence, or otherwise, must be brought no later than one year after the claim arises. This Agreement is made and entered into in Calaveras County, California. Any legal proceeding arising out of or relating to this Agreement must be brought in Calaveras County. California law applies to this Agreement regardless of choice-of-law rules.

25. Entire Agreement. This Agreement is the final expression of and sets forth the entire agreement between the parties. No other agreements, representations, or warranties, express or implied, oral or written, have been made by any party to the other with respect to this Agreement. All prior and contemporaneous conversations, negotiations, and warranties are not relied upon and are waived. This Agreement supersedes and replaces all prior oral or written agreements or understandings between the parties. This is an integrated agreement. This Agreement cannot be changed orally, and all changes must be in writing signed by authorized representatives of both parties. If there is any conflict between this Agreement and your purchase order or other document delivered to us, this Agreement governs whether the purchase order or document is delivered before or after this Agreement is fully signed.

26. Enforceability; Waiver. If any part of this Agreement is void, the remaining portions of the Agreement remain enforceable. No waiver of a breach of any term or condition of this Agreement is a waiver of any succeeding breach.

27. Authorized Signatories; Duplicate. The individuals executing this Agreement are authorized signatories and have the full power to enter into this Agreement, and make the representations and warranties in this Agreement, which may be delivered by facsimile or electronic means.

28. Licensing. Alarm Company Operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, California 95834. Contractors are required by law to be licensed and regulated by the Contractors' State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten years of the date of the alleged violation. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information, visit CSLB's web site at www.cslb.ca.gov, call CSLB at (800) 321- CSLB (2752), or write to CSLB at P.O. Box 26000, Sacramento, CA 95826

ACCEPTANCE

The prices, specifications, and conditions in this Agreement are satisfactory. **You understand, approve, and accept this Agreement, in particular Paragraphs 8, 9, and 23, which set forth our maximum liability if there is any loss or damage to you or any third party.** You understand that you may obtain a higher liability limit by paying an additional charge. You received a completed copy of this Agreement and, if you are a residential customer, two copies of the Notice of Right to Cancel. **You were advised that there are additional, different, or higher levels of protection and service available. The services provided are based upon your specific request, approval, and cost considerations, for which you must hold us harmless.**

WARNING: Various System components or products may contain lead or other chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.

IF SIGNED ELECTRONICALLY: You agree that your electronic signature, whether digital or encrypted, is intended to authenticate such signature and give rise to a valid, enforceable, and fully effective agreement.

<p>YOU:</p> <p>10/18/2021 11:03 AM PDT</p> <p>Date _____</p> <p>Your Signature DocuSigned by: <i>Lisa Donaldson</i> 62BC755A132441E Your Name _____</p>	<p>SIGNAL SERVICE, INC.</p> <p>10/11/2021 7:36 AM PDT</p> <p>Date _____</p> <p>Authorized Representative Signature DocuSigned by: <i>Andy Wilson</i> 2310DAE2EB349D... Authorized Representative Name _____</p>
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Unless we either (1) approve it in writing by an authorized company representative, or (2) begin services, this Agreement is not binding upon us. If we do not approve the Agreement, our sole liability is to refund the amount paid to us when you signed the Agreement. Not receiving a copy signed by us does not make this Agreement unenforceable.



ACO-3797

Proposal for the Installation and Lease of a System

CUSTOMER INFORMATION

RUSD-Green Valley Elementary School
 2380 Bass Lake Rd
 Rescue
 (530) 677-3686

Job Contact:

Billing Contact: RUSD
 2390 Bass Lake Rd
 Rescue Ca 95672
 (530) 672-4803

PROPOSAL

Proposal No. AAAQ8732
 Proposal Date: 10/4/2021
 Prepared By: Andrew Wilson
 Phone: 800-983-5300
 Fax: 209-736-9301
 andy@signalserviceinc.com

SCOPE OF WORK:

Page 1 of 2

Fire Alarm: Gamewell FCI E3
 Install California Fire Marshal approved cellular communicator.
 Build central station records
 Move fire alarm monitoring to Signal Service central station
 No central station fire alarm monitoring fee will be charged by Signal Service until current (1) year contract with SBS expires. At that time central station fire monitoring fee of \$34.00 per month will be added
 Owner can cancel the two (2) phone lines currently supporting the fire panel
 Owner to submit fire plan to DSA
 Proposal includes initial spot inspection of 10% of systems approx 425 devices
 Signal Service is available to perform system wide test & inspection on a T&M basis and provide Certificate of Inspection

Qty	Item	Location
1	Cellular Communicator, Slave, Verizon LTE	CFM approved cellular communicator
1	UL Primary Fire, 58 minute check in	\$36.00 AT&T / Verizon celluar fee-commercial fire

Total proposed installation and recurring monthly amounts are shown on the following page.



Proposal No. AAAQ8732

Page 2 of 2

Installation Charge

Installation: \$854.85

Discount: 0.00

Total Installation Charge: \$854.85

Monthly Service Charge

Services: \$36.00

Equipment Lease: \$10.00

Total Monthly Charge: \$46.00

PROPOSAL PRICES ARE VALID FOR 60 DAYS

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby accepted.

DocuSigned by:

Lisa Donaldson

629C755A132441E...

Signature

(Title)

10/18/2021 | 11:03 AM PDT

Date Signed

DocuSigned by:

Andy Wilson

2316DAE2EE8349D...

Signature

(Title)

10/11/2021 | 7:36 AM PDT

Date Signed



ACO 3797

SIGNAL SERVICE, INC.

C10 634458

1211 S. Main Street / P.O. Box 597 Angels Camp, California 95222
 Voice: (800) 983-5300 • Fax: (209) 736-9301
 www.signalserviceinc.com

COMMERCIAL LEASE INSTALLATION, MONITORING, SERVICE, & INSPECTION AGREEMENT

Certificate of Insurance Required by Customer

SYSTEM TYPE:	<input type="checkbox"/> Access Control	<input checked="" type="checkbox"/> Intrusion	<input type="checkbox"/> Fire	<input type="checkbox"/> Camera/Video	<input type="checkbox"/> Elevator
COMMUNICATION TYPE:	<input type="checkbox"/> Cellular, Basic	<input checked="" type="checkbox"/> Cellular, Premium	<input type="checkbox"/> Cellular, Fire	<input type="checkbox"/> Network	<input type="checkbox"/> Phone Line
SERVICE LEVEL:	<input checked="" type="checkbox"/> Standard	<input type="checkbox"/> Extended Warranty			
SERVICES:	<input type="checkbox"/> Remote Access, Basic	<input checked="" type="checkbox"/> Remote Access, Premium	<input type="checkbox"/> ENTRE	<input type="checkbox"/> Daily Test Timer	<input type="checkbox"/> Camera App
INSPECTIONS:	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Annual	<input type="checkbox"/> Biennial	<input checked="" type="checkbox"/> Insp Decline

See attached quote AAAQ8748 for additional details.

PREMISES ADDRESS: 2380 Bass Lake Rd, Rescue, CA 95672
CONTACT PERSON:
 Tel: (530) 677-3686 Mobile: Email:
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2.2. Monitoring Payment. You will pay us \$105.00 per month, paid quarterly in advance on the first day of the month following the month in which services begin, commencing on the date listed above. You must pay the prorated fees for the month in which monitoring services begin. Your payments as shown above do not include any applicable tax. If any taxes are due, you must pay the tax in addition to your monthly payments.

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3.1. Installation Description. We will install, or cause to be installed, the equipment. All equipment and other items, including our yard signs and window stickers, will always remain our property and may be removed by us at any time.

3.2. Installation Contract Price; Down Payment. The installation contract price is \$ 2032.70, which does not include electrical work or asbestos abatement. **The down payment for the installation contract price is \$0.00, which will NOT exceed \$1,000.00 or 10% of the installation contract price.** You will pay us, our agents, or assigns this contract price for all installation, labor, services, equipment, or materials to be provided or installed under this Agreement. You must not hold back or delay payment because of inclement or lack of suitable weather, while waiting for official building inspections, or for any other reason.

3.3. Start Date. Delivery of equipment to our offices so that System installation may begin or starting the installation of wiring at the Premises constitutes substantial commencement of the work to be performed under this Agreement. Upon completion of a fire System installation, we will provide you with all documents required by the authority having jurisdiction and applicable law, unless otherwise indicated below. After completing installation, we will thoroughly instruct you on the proper use of the System.

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4.1. Services Description. If you opt to enroll in our recurring inspection services program, we will provide the inspection services as described in the attached Schedule of Protection. Unless otherwise noted in the attached Schedule of Protection, the inspection services will consist of us testing your System components to ensure proper working order and will be performed to meet the minimum requirements of the applicable code. If UL certified, the inspection will comply with UL requirements. We will notify you in advance of scheduled inspection date; however, it is your responsibility to either permit access on that date or reschedule if needed. Our inspection service ensures only that components are in proper working order at the time of inspection. Our inspection services do not include repairs.

4.2. Payment. You will pay us in advance for the term of this Agreement, for the inspection services described above.

5. Finance Charge. There is no finance charge or similar cost for any of the services provided under this Agreement.

6. Service and Repair.

6.1. Repair; Hours. Please call the number at the top of this Agreement for service and repair. Service and repair are included for company-owned equipment and includes all parts and labor. Service or repair is provided Monday through Friday, excluding holidays, between the hours of 8:00 a.m. and 4:00 p.m. A responsible adult must be at the Premises at the time of the service call. Emergency service is available at all other times at our then current premium labor rate and trip charge. **Payment must be made upon completion of work.**

6.2. Repair or Replace; Remote Access. We may, in our sole discretion, either repair or replace the part and may substitute new or reconditioned materials of equal quality at the time of replacement. If the repair costs exceed the replacement cost, we may replace the defective equipment with new or reconditioned equipment substantially equivalent to or with comparable features as the existing

equipment. The replacement equipment may have a higher or lower selling price than the original equipment you have. We may program, alter, or repair the System remotely.

6.3. Liability. We are not responsible for loss or damage while the System is under repair or awaiting parts. Any repair, service, replacement, or addition of equipment by us after the initial installation or programming of the System is governed by this Agreement, in particular **Paragraphs 8, 9, and 23**, which limit our liability.

7. Title to Systems; Security Interest; Risk of Loss; Removal of System.

7.1. Title; Security Interest. You understand that we are providing the System as part of our service; that we hold sole title to the System, including all components and communicators, yard signs, and window stickers at all times; and that they may be removed by us at any time. When the installation is complete, you will hold title to the wire, cable, and conduit only. You must not damage, lien, encumber, or dispose of any part of the System or permit the System to be damaged, encumbered, removed, tampered with, or repaired by anyone other than us. Installation of the System does not create a fixture to the Premises. By this Agreement, you grant us a security interest in the System and, if we need to perfect the interest, you will comply with all reasonable requests. If you do not own the Premises, you must obtain the written consent of the owner for the installation, removal, or abandonment of the System.

7.2. Risk of Loss; Insurance. You bear the entire risk of loss for the System once installation begins. You must maintain all risk insurance for damage to or loss of the System and all its components at your expense. You must name us as a loss payee on all insurance policies. If the System or any part of it is damaged or lost, you must pay us the reasonable value of the System or the cost of repair, which we will decide in our reasonable discretion.

7.3. Removal of System. When this Agreement expires or is terminated, or if you default, you must allow us to immediately enter the Premises and remove or deactivate all or any part of the System. You must return the System to us in good condition, except for reasonable wear and tear. We are not required to remove all or any part of the System, and we may elect to disable or abandon all or any part of the System. Removing, disabling, or abandoning the System is without prejudice to the collection of all sums due under this Agreement or any extensions or renewals thereof. If the System is removed for any reason, we are not obligated to restore the Premises to its original condition or to redecorate the Premises.

8. DISCLAIMER OF WARRANTIES; LIABILITY; CONSEQUENTIAL DAMAGES. Our obligation to provide the services described above arise solely from this Agreement. We do not represent or warrant that the System or service will not be compromised or by-passed; that it will detect or prevent all burglaries, hold-ups, personal emergencies, fires, smoke or water damage, or otherwise; or that it will in all cases provide the protection or convenience for which it was installed or intended. We, our agents, and employees make no representations or warranties, express or implied, as to any matter whatsoever, including without limitation, the condition of the equipment, its merchantability, its fitness for any particular purpose, or non-infringement or title. You did not rely on any representation or warranty, express or implied. Any information provided or promised does not create an express warranty and will be considered expressions of personal opinion only. If we were to have any liability greater than that agreed to by you in Paragraphs 8, 9, and 23 of this Agreement, we could not and would not provide the System or services, and we could not provide the System or services at the rates provided. The warranty provided in this Agreement gives you specific legal rights, and you may have other rights that vary from state-to-state. We are not liable for special, consequential, or incidental damages. Some states do not allow the exclusion or the limitation of consequential or incidental damages, so the above limitations or exclusions may not apply to you.

9. LIMITATION OF LIABILITY.

9.1. No Guarantee. We and our divisions and affiliates are not insurers of your real or personal property or data, or the personal safety or property of anyone on the Premises. This Agreement is not an insurance policy or a substitute for an insurance policy. You must obtain all property, life, health, disability, business interruption, or other necessary insurance, and recovery for losses is limited to such insurance coverage. The payments required are based solely upon the value of the System or service, and not on the value of your real or personal property or data, or the property of others located in or on the Premises. We make no guarantee or warranty, including an implied warranty of merchantability or fitness, that the System or service will prevent or avoid occurrences or the consequences of occurrences that the System or service is designed to detect or avert. You understand that it is impractical and extremely difficult to determine in advance (a) the value of your real or personal property or data, or the property of others kept on the Premises, that may be lost, stolen, or damaged if the System or service does not operate properly; (b) the response time of the Monitoring Center, emergency personnel, or guard service, if any; (c) what portion, if any, of a loss, damage, personal injury, or death would be proximately caused by our failure to perform or our active or passive negligence; or (d) whether a camera or access control system, if any, would detect or prevent unauthorized intrusions or activities.

9.2. Amount of Liability. If we, our agents, or employees are found liable for loss, damage, or injury of any kind whatsoever from our failure to perform any of our obligations under this Agreement; failure of the System, equipment, or service in any manner; breach of warranty; subrogation; tort; or our active or passive negligence, then our liability is limited to a sum equal to the total annual monitoring fees at the time of the incident or \$1,500, whichever is greater. This is not a penalty. This is your only remedy regardless of the legal theory used to find the Monitoring Center or us liable.

9.3. More Protection. You may obtain a higher limitation of liability by paying an additional charge. If you elect this option, a rider will be attached to this Agreement stating the terms, conditions, and amount of the limited liability and the additional charge. Even if a rider is provided to you, we are not your insurer.

10. False Alarms. If you cause an excessive number of false alarms through carelessness or malicious or accidental use of the System, or if you in any manner misuse or abuse the System, your conduct is a material breach of contract. After giving you ten-days written notice, we may at our option, in addition to all other legal remedies, terminate this Agreement. You are solely responsible for all false alarm fines, penalties, or fees, including charges from a private guard service, if any, whether assessed against you or us.

11. Alarm Signal Transmission Methods. If cellular or radio service is used as your primary or secondary transmission method, then the System's communicator is connected to a cellular or radio network. The use of radio frequencies is controlled by the Federal Communications Commission ("FCC"), and changes in FCC rules, regulations, and policies may necessitate discontinuing transmissions. You must pay all monthly service charges connecting the Premises to our Monitoring Center. Radio or cellular transmissions are subject to topographical and environmental conditions, including power failures and electrical storms, that are totally beyond our control. Service may also be limited based on available coverage, carrier, or third-party related issues.

12. Interruption, Suspension, or Cancellation of Service. We are not liable for any delay in monitoring or service of the System, for the consequences of delay, or for any interruption of operation because of floods; storms; earthquakes; fire; power failures; strikes; riots; war, declared or undeclared; terrorism; insurrection; interruption or unavailability of telephone, cellular, cable, radio, Internet, or other transmission services; acts of God; or for any other cause beyond our control, regardless of cause or origin. We are not required to provide monitoring or other services to you while any of these causes exist. If services are suspended for these reasons, you must continue to pay

under the terms of this Agreement. If the Monitoring Center or the Premises or equipment are destroyed by fire or other catastrophe, are so substantially damaged that it is impractical to continue service, or if the Monitoring Center or we are unable to render service, this Agreement will be suspended without notice.

13. Audible Alarm Shut Off. If your System has an audible alarm, we will enable a device that automatically shuts off the audible alarm after it has sounded for not more than ten minutes after the first activation; but no automatic shut-off for fire devices is allowed.

14. Delay in Installation; Interruption of Service. We are not liable for any delay in the installation or service of the System, for the consequences of delay, or for any interruption of operation because of floods; storms; earthquakes; fire; power failures; strikes; riots; war, declared or undeclared; terrorism; insurrection; interruption or unavailability of telephone, cellular, cable, radio, Internet, or other transmission services; acts of God; or for any other cause beyond our control, regardless of cause or origin. We are not required to provide installation, repair, or any other services to you while any of these causes exist.

15. Acceptance of Installation. After the System is installed, we will inspect the System together. Any error or omission in the design, construction, or installation of the System must be brought to our attention in writing within 15 days after completion of installation. After 15 days, the installation is totally satisfactory to and accepted by you.

16. Your Duties as to Use of System; Battery and Device Replacement; Monitoring or System Permits.

16.1. Test. Immediately before securing the Premises, you or others using the System must carefully and properly set the System. You must properly test the System *at least* monthly during the term of this Agreement. If the System does not operate properly or if there is a power failure or other interruption at the Premises, you must notify us immediately.

16.2. Batteries. If your System uses wireless battery-operated devices, you must replace the batteries when the System emits a low-battery signal or *at least* every two years. You may also call us and we will replace the batteries at your expense at our then current rates for parts and labor. If you fail to replace the batteries, or if the batteries are low or dead, the System will not function properly.

16.3. Carbon Monoxide Detectors. If you have carbon monoxide detectors, you must replace them *at least* every three years.

16.4. Changes. You must immediately notify us of any changes to the Premises or to any fixtures, furniture, or equipment. You must immediately notify us of any changes to your telephone service, including the installation of DSL, BPL, Voice over Internet Protocol ("VoIP"), or other Internet-based telephone service.

16.5. Power. You must provide 24-hour electrical service and electrical outlets for the System.

16.6. Permits. Monitoring may be subject to permit fees. If required, obtaining and maintaining an alarm permit is your sole responsibility. You are solely responsible for paying for all monitoring, alarm, or system permits, licenses, or fees imposed by authorities having jurisdiction necessary for the use and operation of the System, and all other charges or fees imposed. You are solely responsible for determining whether the city, county, or governmental subdivision in which the Premises are located has or may later have statutes or ordinances requiring that you obtain and maintain a license or permit for the System.

16.7. Notification. Unless you have a valid alarm-user permit or license, which must be kept current and active as required, certain emergency personnel will not respond to an alarm signal. In order to request an emergency response, we must know your permit number. **Until you obtain, at your expense, all necessary permits or licenses, and provide us with the license or permit number, we may not be able to notify emergency personnel of an alarm.**

17. Change in Ownership of Premises. Moving from the Premises does not relieve you of your obligations under this Agreement.

18. Assignment; Rights of Subcontractors. We may assign this Agreement to any person or entity without notice to you. You shall not assign or otherwise transfer this Agreement without our prior, written consent. We may subcontract any of the work or services to be performed under this Agreement, including monitoring, without notice to you. You acknowledge that this Agreement, especially Paragraphs 8, 9, and 23, protects the Monitoring Center and our other subcontractors in the same way that those paragraphs protect us.

19. Default; Interest; Reactivation.

19.1. Default. Any of the following constitute your default under this Agreement: (a) failure to pay any amount provided in this Agreement within ten days after the same is due; (b) failure to communicate or cooperate with us; (c) failure to perform any other obligations under this Agreement within ten days after written request; (d) failure to timely and properly inspect and test your System; or (e) you become a debtor in a bankruptcy proceeding. If you default, we may discontinue all services upon ten days' written notice to you and accelerate and recover all amounts to become due under this Agreement, as well as all other sums to which we are entitled. **For fire systems, we may report your failure to inspect and test your System, or lack of System monitoring to the proper authority.**

19.2. Interest. If any payment due is more than ten days late, you will pay simple interest on each past due payment in the amount of 18% per year calculated on a 360-day year [periodic rate of 1.5% per month or the maximum amount allowed by law] until the balance is paid in full. You will pay a service charge of \$25 for each returned check.

19.3. Reactivation. If we discontinue service for any reason and you desire to reactivate the service, reactivation is subject to our then-current reactivation fee and payment of all past due amounts. If the System cannot be reactivated remotely, and a service call is required, you must also pay us our then current and applicable rates for parts and labor.

20. Change in Rates.

20.1. Our Right to Increase; Your Right to Cancel. We may increase the monitoring or service fees at any time after the expiration of the initial term of this Agreement, but not more than once in any 12-month period, and upon giving you written notice in 30 days in advance of the effective date of the increase. If you do not want to pay the increased charge, you may cancel the then unexpired term of this Agreement by notifying us in writing 30 days before the effective date of the increase.

20.2. Taxes, Charges, and Fees. We may increase the monitoring or service fees at any time to reflect increases in federal, state, and local taxes; utility charges, including telephone charges; municipal fees and charges; and any other similar charges which relate to the services provided under this Agreement that are imposed on us. By signing this Agreement, you agree to pay all increases made under this paragraph.

21. Credit Investigation. You (and any guarantor) authorize us to conduct credit investigations from time to time to determine your (and any guarantor's) credit worthiness.

22. Notices. All notices regarding this Agreement must be in writing and may be served by personal delivery; by a reputable overnight carrier with all delivery charges provided for; or by certified mail, return-receipt requested, and regular mail, with postage prepaid, to the addresses set forth in this Agreement or to any other address provided by one party to the other from time to time in writing.

23. Third-Party Indemnification; Subrogation. You shall immediately defend and indemnify us against all claims brought by others, including personal injury, tort, negligence, property damage, or death. This indemnity applies to all claims regardless of cause, including our or the System's performance or failure to perform; defects in products, design, installation, activation, or service; negligence; tort; warranty; contribution; indemnification; or strict products liability. So far as permitted by your liability or property insurance policy, you release us from all claims, whether the claims are made by or through you, including your insurance company or other parties, and you shall defend and indemnify us from all claims. You must notify your insurance company of these terms. This paragraph does not apply to claims for loss or damage solely and directly caused by an employee of Company or Monitoring Center while on the Premises.

24. Time to Bring Suit; Venue; Governing Law. Any lawsuit or other legal proceeding arising out of or relating to this Agreement, whether based upon contract, tort, negligence, or otherwise, must be brought no later than one year after the claim arises. This Agreement is made and entered into in Calaveras County, California. Any legal proceeding arising out of or relating to this Agreement must be brought in Calaveras County. California law applies to this Agreement regardless of choice-of-law rules.

25. Entire Agreement. This Agreement is the final expression of and sets forth the entire agreement between the parties. No other agreements, representations, or warranties, express or implied, oral or written, have been made by any party to the other with respect to this Agreement. All prior and contemporaneous conversations, negotiations, and warranties are not relied upon and are waived. This Agreement supersedes and replaces all prior oral or written agreements or understandings between the parties. This is an integrated agreement. This Agreement cannot be changed orally, and all changes must be in writing signed by authorized representatives of both parties. If there is any conflict between this Agreement and your purchase order or other document delivered to us, this Agreement governs whether the purchase order or document is delivered before or after this Agreement is fully signed.

26. Enforceability; Waiver. If any part of this Agreement is void, the remaining portions of the Agreement remain enforceable. No waiver of a breach of any term or condition of this Agreement is a waiver of any succeeding breach.

27. Authorized Signatories; Duplicate. The individuals executing this Agreement are authorized signatories and have the full power to enter into this Agreement, and make the representations and warranties in this Agreement, which may be delivered by facsimile or electronic means.

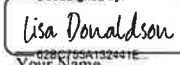
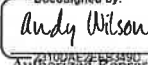
28. Licensing. Alarm Company Operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, California 95834. Contractors are required by law to be licensed and regulated by the Contractors' State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten years of the date of the alleged violation. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information, visit CSLB's web site at www.cslb.ca.gov, call CSLB at (800) 321- CSLB (2752), or write to CSLB at P.O. Box 26000, Sacramento, CA 95826

ACCEPTANCE

The prices, specifications, and conditions in this Agreement are satisfactory. **You understand, approve, and accept this Agreement, in particular Paragraphs 8, 9, and 23, which set forth our maximum liability if there is any loss or damage to you or any third party.** You understand that you may obtain a higher liability limit by paying an additional charge. You received a completed copy of this Agreement and, if you are a residential customer, two copies of the Notice of Right to Cancel. **You were advised that there are additional, different, or higher levels of protection and service available. The services provided are based upon your specific request, approval, and cost considerations, for which you must hold us harmless.**

WARNING: Various System components or products may contain lead or other chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.

IF SIGNED ELECTRONICALLY: You agree that your electronic signature, whether digital or encrypted, is intended to authenticate such signature and give rise to a valid, enforceable, and fully effective agreement.

<p>YOU:</p> <p>10/18/2021 10:44 AM PDT</p> <p>Date _____</p> <p>Your Signature _____</p> <p>DocuSigned by:  <small>028C755A152401E</small> Your Name _____</p>	<p>SIGNAL SERVICE, INC.</p> <p>10/11/2021 7:41 AM PDT</p> <p>Date _____</p> <p>Authorized Representative Signature _____</p> <p>DocuSigned by:  <small>01009E7E8F3590</small> Authorized Representative Name _____</p>
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Unless we either (1) approve it in writing by an authorized company representative, or (2) begin services, this Agreement is not binding upon us. If we do not approve the Agreement, our sole liability is to refund the amount paid to us when you signed the Agreement. Not receiving a copy signed by us does not make this Agreement unenforceable.



ACO-3797

Proposal for the Installation and Lease of a System

CUSTOMER INFORMATION

RUSD-Green Valley School
 2380 Bass Lake Rd
 Rescue
 (530) 677-3686

Job Contact:

Billing Contact: RUSD
 2390 Bass Lake Rd
 Rescue Ca 95672
 (530) 672-4803

PROPOSAL

Proposal No. AAAQ8748
 Proposal Date: 10/4/2021
 Prepared By: Andrew Wilson
 Phone: 800-983-5300
 Fax: 209-736-9301
 andy@signalserviceinc.com

SCOPE OF WORK:

Page 1 of 3

Virtual Keypad Premium--Burglar Alarm Upgrade
 Remove existing DS 7400 burglar alarm control panel, standard keypad and control panel batteries
 Install DMP XR150 burglar alarm control panel, prox reading keypad and control panel batteries
 Install cellular communicator.
 Install popit interface module
 Attach existing protection
 Build central station records
 Move burglar alarm monitoring to Signal Service central station
 No central station burglar alarm monitoring fee will be charged by Signal Service until current (1) year contract with SBS expires. At that time central station fire monitoring fee of \$34.00 per month will be added
 Owner can cancel the phone line currently supporting the fire panel
 Proposal includes initial spot inspection of 10% of system
 Provide a written T&M estimate if any existing devices need repair or replacement
 Signal Service is available to perform system wide test & inspection on a T&M basis
 Keyfobs are \$10.00 ea and are not included in this proposal

Qty	Item	Location
1	Control Panel,digital dialer,network,lg grey encl	Control panel
1	Cellular Communicator, XR150/550 panels, Verizon	Cellular communicator
1	Expansion Locked Enclosure 16 Zone	Zone expander
2	Battery - 12VDC 7AH sealed lead	Control panel batteries
1	Keypad Prox Reader	Prox reading keypad
1	Enclosure Lock DMP	Panel Kit Component
1	Cellular Service, Commercial	\$36.00
1	Virtual Keypad w User Management	\$48.00



Qty	Item	Location
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Total proposed installation and recurring monthly amounts are shown on the following page.



Proposal No. AAAQ8748

Page 3 of 3

Installation Charge

Installation: \$2,032.70

Discount: 0.00

Total Installation Charge: \$2,032.70

Monthly Service Charge

Services: \$84.00

Equipment Lease: \$21.00

Total Monthly Charge: \$105.00

PROPOSAL PRICES ARE VALID FOR 60 DAYS

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby accepted.

DocuSigned by:

Lisa Donaldson

62B6755A192441E...

Signature _____ (Title)

10/18/2021 | 10:44 AM PDT

Date Signed

DocuSigned by:

Andy Wilson

23100AE2EEB349D...

Signature _____ (Title)

10/11/2021 | 7:41 AM PDT

Date Signed



ACO 3797

SIGNAL SERVICE, INC.

C10 634458

1211 S. Main Street / P.O. Box 597 Angels Camp, California 95222
 Voice: (800) 983-5300 • Fax: (209) 736-9301
 www.signalserviceinc.com

COMMERCIAL LEASE INSTALLATION, MONITORING, SERVICE, & INSPECTION AGREEMENT

Certificate of Insurance Required by Customer

SYSTEM TYPE:	<input type="checkbox"/> Access Control	<input checked="" type="checkbox"/> Intrusion	<input type="checkbox"/> Fire	<input type="checkbox"/> Camera/Video	<input type="checkbox"/> Elevator
COMMUNICATION TYPE:	<input type="checkbox"/> Cellular, Basic	<input checked="" type="checkbox"/> Cellular, Premium	<input type="checkbox"/> Cellular, Fire	<input type="checkbox"/> Network	<input type="checkbox"/> Phone Line
SERVICE LEVEL:	<input checked="" type="checkbox"/> Standard	<input type="checkbox"/> Extended Warranty			
SERVICES:	<input type="checkbox"/> Remote Access, Basic	<input checked="" type="checkbox"/> Remote Access, Premium	<input type="checkbox"/> ENTRE	<input type="checkbox"/> Daily Test Timer	<input type="checkbox"/> Camera App
INSPECTIONS:	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Annual	<input type="checkbox"/> Biennial	<input checked="" type="checkbox"/> Insp Decline

See attached quote AAAQ8749 for additional details.

PREMISES ADDRESS: 2561 Francisco Drive, El Dorado Hills, CA 95762
CONTACT PERSON:
 Tel: (916) 933-1828 Mobile: Email:
BILLING INFORMATION: RUSD, 2390 Bass Lake Rd, Rescue, Ca 95672
 Tel: (530) 672-4803 Mobile: Email:
SUBSCRIBER: RUSD-Jackson Elementary School
 Tel: (916) 933-1828 Mobile: Email:

This Commercial Lease, Monitoring, Service, & Inspection Agreement is entered into on 10/4/2021, by and between RUSD-Jackson Elementary School ("you," "your"), and Signal Service, Inc., a California corporation ("we," "us," "our", and "Company").

1. Term. The original term of this Agreement is 60 months. This Agreement will automatically renew for successive two-year periods, unless either party notifies the other in writing of its intent to terminate no less than 30 days before the expiration of the original period or subsequent renewal period.

2. Monitoring Services.

2.1. Services Description. We will provide the services described above. **You chose the monitoring service and agreed that the chosen service meets your needs. Additional, different, or higher levels of protection and service were discussed with you and are available from us at an additional cost.** The signals or images, if any, from the system (the "System") located at the premises identified above ("the Premises") are monitored at our monitoring center or an independent monitoring center ("Monitoring Center") that we select. If the System is removed for any reason, we are not obligated to restore the Premises to its original condition or to redecorate the Premises.

2.2. Monitoring Payment. You will pay us **\$104** per month, paid quarterly in advance on the first day of the month following the month in which services begin, commencing on the date listed above. You must pay the prorated fees for the month in which monitoring services begin. Your payments as shown above do not include any applicable tax. If any taxes are due, you must pay the tax in addition to your monthly payments.

3. Installation of Lease Equipment.

3.1. Installation Description. We will install, or cause to be installed, the equipment. All equipment and other items, including our yard signs and window stickers, will always remain our property and may be removed by us at any time.

3.2. Installation Contract Price; Down Payment. The installation contract price is \$ 1980.05, which does not include electrical work or asbestos abatement. **The down payment for the installation contract price is \$0.00, which will NOT exceed \$1,000.00 or 10% of the installation contract price.** You will pay us, our agents, or assigns this contract price for all installation, labor, services, equipment, or materials to be provided or installed under this Agreement. You must not hold back or delay payment because of inclement or lack of suitable weather, while waiting for official building inspections, or for any other reason.

3.3. Start Date. Delivery of equipment to our offices so that System installation may begin or starting the installation of wiring at the Premises constitutes substantial commencement of the work to be performed under this Agreement. Upon completion of a fire System installation, we will provide you with all documents required by the authority having jurisdiction and applicable law, unless otherwise indicated below. After completing installation, we will thoroughly instruct you on the proper use of the System.

4. Inspection Services and Payment.

4.1. Services Description. If you opt to enroll in our recurring inspection services program, we will provide the inspection services as described in the attached Schedule of Protection. Unless otherwise noted in the attached Schedule of Protection, the inspection services will consist of us testing your System components to ensure proper working order and will be performed to meet the minimum requirements of the applicable code. If UL certified, the inspection will comply with UL requirements. We will notify you in advance of scheduled inspection date; however, it is your responsibility to either permit access on that date or reschedule if needed. Our inspection service ensures only that components are in proper working order at the time of inspection. Our inspection services do not include repairs.

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equipment. The replacement equipment may have a higher or lower selling price than the original equipment you have. We may program, alter, or repair the System remotely.

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7. Title to Systems; Security Interest; Risk of Loss; Removal of System.

7.1. Title; Security Interest. You understand that we are providing the System as part of our service; that we hold sole title to the System, including all components and communicators, yard signs, and window stickers at all times; and that they may be removed by us at any time. When the installation is complete, you will hold title to the wire, cable, and conduit only. You must not damage, lien, encumber, or dispose of any part of the System or permit the System to be damaged, encumbered, removed, tampered with, or repaired by anyone other than us. Installation of the System does not create a fixture to the Premises. By this Agreement, you grant us a security interest in the System and, if we need to perfect the interest, you will comply with all reasonable requests. If you do not own the Premises, you must obtain the written consent of the owner for the installation, removal, or abandonment of the System.

7.2. Risk of Loss; Insurance. You bear the entire risk of loss for the System once installation begins. You must maintain all risk insurance for damage to or loss of the System and all its components at your expense. You must name us as a loss payee on all insurance policies. If the System or any part of it is damaged or lost, you must pay us the reasonable value of the System or the cost of repair, which we will decide in our reasonable discretion.

7.3. Removal of System. When this Agreement expires or is terminated, or if you default, you must allow us to immediately enter the Premises and remove or deactivate all or any part of the System. You must return the System to us in good condition, except for reasonable wear and tear. We are not required to remove all or any part of the System, and we may elect to disable or abandon all or any part of the System. Removing, disabling, or abandoning the System is without prejudice to the collection of all sums due under this Agreement or any extensions or renewals thereof. If the System is removed for any reason, we are not obligated to restore the Premises to its original condition or to redecorate the Premises.

8. DISCLAIMER OF WARRANTIES; LIABILITY; CONSEQUENTIAL DAMAGES. Our obligation to provide the services described above arise solely from this Agreement. We do not represent or warrant that the System or service will not be compromised or by-passed; that it will detect or prevent all burglaries, hold-ups, personal emergencies, fires, smoke or water damage, or otherwise; or that it will in all cases provide the protection or convenience for which it was installed or intended. We, our agents, and employees make no representations or warranties, express or implied, as to any matter whatsoever, including without limitation, the condition of the equipment, its merchantability, its fitness for any particular purpose, or non-infringement or title. You did not rely on any representation or warranty, express or implied. Any information provided or promised does not create an express warranty and will be considered expressions of personal opinion only. If we were to have any liability greater than that agreed to by you in Paragraphs 8, 9, and 23 of this Agreement, we could not and would not provide the System or services, and we could not provide the System or services at the rates provided. The warranty provided in this Agreement gives you specific legal rights, and you may have other rights that vary from state-to-state. We are not liable for special, consequential, or incidental damages. Some states do not allow the exclusion or the limitation of consequential or incidental damages, so the above limitations or exclusions may not apply to you.

9. LIMITATION OF LIABILITY.

9.1. No Guarantee. We and our divisions and affiliates are not insurers of your real or personal property or data, or the personal safety or property of anyone on the Premises. This Agreement is not an insurance policy or a substitute for an insurance policy. You must obtain all property, life, health, disability, business interruption, or other necessary insurance, and recovery for losses is limited to such insurance coverage. The payments required are based solely upon the value of the System or service, and not on the value of your real or personal property or data, or the property of others located in or on the Premises. We make no guarantee or warranty, including an implied warranty of merchantability or fitness, that the System or service will prevent or avoid occurrences or the consequences of occurrences that the System or service is designed to detect or avert. You understand that it is impractical and extremely difficult to determine in advance (a) the value of your real or personal property or data, or the property of others kept on the Premises, that may be lost, stolen, or damaged if the System or service does not operate properly; (b) the response time of the Monitoring Center, emergency personnel, or guard service, if any; (c) what portion, if any, of a loss, damage, personal injury, or death would be proximately caused by our failure to perform or our active or passive negligence; or (d) whether a camera or access control system, if any, would detect or prevent unauthorized intrusions or activities.

9.2. Amount of Liability. If we, our agents, or employees are found liable for loss, damage, or injury of any kind whatsoever from our failure to perform any of our obligations under this Agreement; failure of the System, equipment, or service in any manner; breach of warranty; subrogation; tort; or our active or passive negligence, then our liability is limited to a sum equal to the total annual monitoring fees at the time of the incident or \$1,500, whichever is greater. This is not a penalty. This is your only remedy regardless of the legal theory used to find the Monitoring Center or us liable.

9.3. More Protection. You may obtain a higher limitation of liability by paying an additional charge. If you elect this option, a rider will be attached to this Agreement stating the terms, conditions, and amount of the limited liability and the additional charge. Even if a rider is provided to you, we are not your insurer.

10. False Alarms. If you cause an excessive number of false alarms through carelessness or malicious or accidental use of the System, or if you in any manner misuse or abuse the System, your conduct is a material breach of contract. After giving you ten-days written notice, we may at our option, in addition to all other legal remedies, terminate this Agreement. You are solely responsible for all false alarm fines, penalties, or fees, including charges from a private guard service, if any, whether assessed against you or us.

11. Alarm Signal Transmission Methods. If cellular or radio service is used as your primary or secondary transmission method, then the System's communicator is connected to a cellular or radio network. The use of radio frequencies is controlled by the Federal Communications Commission ("FCC"), and changes in FCC rules, regulations, and policies may necessitate discontinuing transmissions. You must pay all monthly service charges connecting the Premises to our Monitoring Center. Radio or cellular transmissions are subject to topographical and environmental conditions, including power failures and electrical storms, that are totally beyond our control. Service may also be limited based on available coverage, carrier, or third-party related issues.

12. Interruption, Suspension, or Cancellation of Service. We are not liable for any delay in monitoring or service of the System, for the consequences of delay, or for any interruption of operation because of floods; storms; earthquakes; fire; power failures; strikes; riots; war, declared or undeclared; terrorism; insurrection; interruption or unavailability of telephone, cellular, cable, radio, Internet, or other transmission services; acts of God; or for any other cause beyond our control, regardless of cause or origin. We are not required to provide monitoring or other services to you while any of these causes exist. If services are suspended for these reasons, you must continue to pay

under the terms of this Agreement. If the Monitoring Center or the Premises or equipment are destroyed by fire or other catastrophe, are so substantially damaged that it is impractical to continue service, or if the Monitoring Center or we are unable to render service, this Agreement will be suspended without notice.

13. Audible Alarm Shut Off. If your System has an audible alarm, we will enable a device that automatically shuts off the audible alarm after it has sounded for not more than ten minutes after the first activation; but no automatic shut-off for fire devices is allowed.

14. Delay in Installation; Interruption of Service. We are not liable for any delay in the installation or service of the System, for the consequences of delay, or for any interruption of operation because of floods; storms; earthquakes; fire; power failures; strikes; riots; war, declared or undeclared; terrorism; insurrection; interruption or unavailability of telephone, cellular, cable, radio, Internet, or other transmission services; acts of God; or for any other cause beyond our control, regardless of cause or origin. We are not required to provide installation, repair, or any other services to you while any of these causes exist.

15. Acceptance of Installation. After the System is installed, we will inspect the System together. Any error or omission in the design, construction, or installation of the System must be brought to our attention in writing within 15 days after completion of installation. After 15 days, the installation is totally satisfactory to and accepted by you.

16. Your Duties as to Use of System; Battery and Device Replacement; Monitoring or System Permits.

16.1. Test. Immediately before securing the Premises, you or others using the System must carefully and properly set the System. You must properly test the System *at least* monthly during the term of this Agreement. If the System does not operate properly or if there is a power failure or other interruption at the Premises, you must notify us immediately.

16.2. Batteries. If your System uses wireless battery-operated devices, you must replace the batteries when the System emits a low-battery signal or *at least* every two years. You may also call us and we will replace the batteries at your expense at our then current rates for parts and labor. If you fail to replace the batteries, or if the batteries are low or dead, the System will not function properly.

16.3. Carbon Monoxide Detectors. If you have carbon monoxide detectors, you must replace them *at least* every three years.

16.4. Changes. You must immediately notify us of any changes to the Premises or to any fixtures, furniture, or equipment. You must immediately notify us of any changes to your telephone service, including the installation of DSL, BPL, Voice over Internet Protocol ("VoIP"), or other Internet-based telephone service.

16.5. Power. You must provide 24-hour electrical service and electrical outlets for the System.

16.6. Permits. Monitoring may be subject to permit fees. If required, obtaining and maintaining an alarm permit is your sole responsibility. You are solely responsible for paying for all monitoring, alarm, or system permits, licenses, or fees imposed by authorities having jurisdiction necessary for the use and operation of the System, and all other charges or fees imposed. You are solely responsible for determining whether the city, county, or governmental subdivision in which the Premises are located has or may later have statutes or ordinances requiring that you obtain and maintain a license or permit for the System.

16.7. Notification. Unless you have a valid alarm-user permit or license, which must be kept current and active as required, certain emergency personnel will not respond to an alarm signal. In order to request an emergency response, we must know your permit number. **Until you obtain, at your expense, all necessary permits or licenses, and provide us with the license or permit number, we may not be able to notify emergency personnel of an alarm.**

17. Change in Ownership of Premises. Moving from the Premises does not relieve you of your obligations under this Agreement.

18. Assignment; Rights of Subcontractors. We may assign this Agreement to any person or entity without notice to you. You shall not assign or otherwise transfer this Agreement without our prior, written consent. We may subcontract any of the work or services to be performed under this Agreement, including monitoring, without notice to you. You acknowledge that this Agreement, especially Paragraphs 8, 9, and 23, protects the Monitoring Center and our other subcontractors in the same way that those paragraphs protect us.

19. Default; Interest; Reactivation.

19.1. Default. Any of the following constitute your default under this Agreement: (a) failure to pay any amount provided in this Agreement within ten days after the same is due; (b) failure to communicate or cooperate with us; (c) failure to perform any other obligations under this Agreement within ten days after written request; (d) failure to timely and properly inspect and test your System; or (e) you become a debtor in a bankruptcy proceeding. If you default, we may discontinue all services upon ten days' written notice to you and accelerate and recover all amounts to become due under this Agreement, as well as all other sums to which we are entitled. **For fire systems, we may report your failure to inspect and test your System, or lack of System monitoring to the proper authority.**

19.2. Interest. If any payment due is more than ten days late, you will pay simple interest on each past due payment in the amount of 18% per year calculated on a 360-day year [periodic rate of 1.5% per month or the maximum amount allowed by law] until the balance is paid in full. You will pay a service charge of \$25 for each returned check.

19.3. Reactivation. If we discontinue service for any reason and you desire to reactivate the service, reactivation is subject to our then-current reactivation fee and payment of all past due amounts. If the System cannot be reactivated remotely, and a service call is required, you must also pay us our then current and applicable rates for parts and labor.

20. Change in Rates.

20.1. Our Right to Increase; Your Right to Cancel. We may increase the monitoring or service fees at any time after the expiration of the initial term of this Agreement, but not more than once in any 12-month period, and upon giving you written notice in 30 days in advance of the effective date of the increase. If you do not want to pay the increased charge, you may cancel the then unexpired term of this Agreement by notifying us in writing 30 days before the effective date of the increase.

20.2. Taxes, Charges, and Fees. We may increase the monitoring or service fees at any time to reflect increases in federal, state, and local taxes; utility charges, including telephone charges; municipal fees and charges; and any other similar charges which relate to the services provided under this Agreement that are imposed on us. By signing this Agreement, you agree to pay all increases made under this paragraph.

21. Credit Investigation. You (and any guarantor) authorize us to conduct credit investigations from time to time to determine your (and any guarantor's) credit worthiness.

22. Notices. All notices regarding this Agreement must be in writing and may be served by personal delivery; by a reputable overnight carrier with all delivery charges provided for; or by certified mail, return-receipt requested, and regular mail, with postage prepaid, to the addresses set forth in this Agreement or to any other address provided by one party to the other from time to time in writing.

23. Third-Party Indemnification; Subrogation. You shall immediately defend and indemnify us against all claims brought by others, including personal injury, tort, negligence, property damage, or death. This indemnity applies to all claims regardless of cause, including our or the System's performance or failure to perform; defects in products, design, installation, activation, or service; negligence; tort; warranty; contribution; indemnification; or strict products liability. So far as permitted by your liability or property insurance policy, you release us from all claims, whether the claims are made by or through you, including your insurance company or other parties, and you shall defend and indemnify us from all claims. You must notify your insurance company of these terms. This paragraph does not apply to claims for loss or damage solely and directly caused by an employee of Company or Monitoring Center while on the Premises.

24. Time to Bring Suit; Venue; Governing Law. Any lawsuit or other legal proceeding arising out of or relating to this Agreement, whether based upon contract, tort, negligence, or otherwise, must be brought no later than one year after the claim arises. This Agreement is made and entered into in Calaveras County, California. Any legal proceeding arising out of or relating to this Agreement must be brought in Calaveras County. California law applies to this Agreement regardless of choice-of-law rules.

25. Entire Agreement. This Agreement is the final expression of and sets forth the entire agreement between the parties. No other agreements, representations, or warranties, express or implied, oral or written, have been made by any party to the other with respect to this Agreement. All prior and contemporaneous conversations, negotiations, and warranties are not relied upon and are waived. This Agreement supersedes and replaces all prior oral or written agreements or understandings between the parties. This is an integrated agreement. This Agreement cannot be changed orally, and all changes must be in writing signed by authorized representatives of both parties. If there is any conflict between this Agreement and your purchase order or other document delivered to us, this Agreement governs whether the purchase order or document is delivered before or after this Agreement is fully signed.

26. Enforceability; Waiver. If any part of this Agreement is void, the remaining portions of the Agreement remain enforceable. No waiver of a breach of any term or condition of this Agreement is a waiver of any succeeding breach.

27. Authorized Signatories; Duplicate. The individuals executing this Agreement are authorized signatories and have the full power to enter into this Agreement, and make the representations and warranties in this Agreement, which may be delivered by facsimile or electronic means.

28. Licensing. Alarm Company Operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, California 95834. Contractors are required by law to be licensed and regulated by the Contractors' State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten years of the date of the alleged violation. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information, visit CSLB's web site at www.cslb.ca.gov, call CSLB at (800) 321- CSLB (2752), or write to CSLB at P.O. Box 26000, Sacramento, CA 95826

ACCEPTANCE

The prices, specifications, and conditions in this Agreement are satisfactory. **You understand, approve, and accept this Agreement, in particular Paragraphs 8, 9, and 23, which set forth our maximum liability if there is any loss or damage to you or any third party.** You understand that you may obtain a higher liability limit by paying an additional charge. You received a completed copy of this Agreement and, if you are a residential customer, two copies of the Notice of Right to Cancel. **You were advised that there are additional, different, or higher levels of protection and service available. The services provided are based upon your specific request, approval, and cost considerations, for which you must hold us harmless.**

WARNING: Various System components or products may contain lead or other chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.

IF SIGNED ELECTRONICALLY: You agree that your electronic signature, whether digital or encrypted, is intended to authenticate such signature and give rise to a valid, enforceable, and fully effective agreement.

<p>YOU:</p> <p>10/18/2021 10:44 AM PDT</p> <p>Date _____</p> <p>Your Signature _____</p> <p>DocuSigned by: <i>Lisa Donaldson</i></p> <p>629C755A132411E Your Name</p>	<p>SIGNAL SERVICE, INC.</p> <p>10/11/2021 7:46 AM PDT</p> <p>Date _____</p> <p>Authorized Representative Signature _____</p> <p>DocuSigned by: <i>Andy Wilson</i></p> <p>410D9E7035A9U Authorized Representative Name</p>
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Unless we either (1) approve it in writing by an authorized company representative, or (2) begin services, this Agreement is not binding upon us. If we do not approve the Agreement, our sole liability is to refund the amount paid to us when you signed the Agreement. Not receiving a copy signed by us does not make this Agreement unenforceable.



ACO-3797

Proposal for the Installation and Lease of a System

CUSTOMER INFORMATION

RUSD-Jackson Elementary School
 2561 Francisco Drive
 El Dorado Hills
 (916) 933-1828

Job Contact:

Billing Contact: RUSD
 2390 Bass Lake Rd
 Rescue Ca 95672
 (530) 672-4803

PROPOSAL

Proposal No. AAAQ8749
 Proposal Date: 10/4/2021
 Prepared By: Andrew Wilson
 Phone: 800-983-5300
 Fax: 209-736-9301
 andy@signalserviceinc.com

SCOPE OF WORK:

Page 1 of 3

Virtual Keypad Premium Burglar Alarm Upgrade
 Remove existing Bosch 9412 burglar alarm control panel, standard keypad and control panel batteries
 Install DMP XR150 burglar alarm control panel, prox reading keypad and control panel batteries
 Install cellular communicator.
 Install popit interface module
 Attach existing protection
 Build central station records
 Move burglar alarm monitoring to Signal Service central station
 No central station burglar alarm monitoring fee will be charged by Signal Service until current (1) year contract with SBS expires. At that time central station fire monitoring fee of \$34.00 per month will be added
 Owner can cancel the phone line currently supporting the fire panel
 Proposal includes initial spot inspection of 10% of systems approx. 100 devices
 Provide a written T&M estimate if any existing devices need repair or replacement
 Signal Service is available to perform system wide test & inspection on a T&M basis
 Keyfobs are \$10.00 ea and are not included in this proposal

Qty	Item	Location
1	Control Panel,digital dialer,network,lg grey encl	Control panel
1	Cellular Communicator, XR150/550 panels, Verizon	Cellular communicator
1	Module Popit Interface XR20/XR200	Popit module
2	Battery - 12VDC 7AH sealed lead	Control panel batteries
1	Keypad Prox Reader	Prox reading keypad
1	Enclosure Lock DMP	Panel Kit Component
1	Cellular Service, Commercial	\$36.00
1	Virtual Keypad w User Management	\$48.00



Qty	Item	Location
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Total proposed installation and recurring monthly amounts are shown on the following page.



Proposal No. AAAQ8749

Page 3 of 3

Installation Charge

Installation: \$1,980.05
Discount: 0.00

Total Installation Charge: \$1,980.05

Monthly Service Charge

Services: \$84.00
Equipment Lease: \$20.00

Total Monthly Charge: \$104.00

PROPOSAL PRICES ARE VALID FOR 60 DAYS

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby accepted.

DocuSigned by:
Lisa Donaldson
Signature (Title)

DocuSigned by:
Lisa Donaldson
Date Signed

DocuSigned by:
Andy Wilson
Signature (Title)

10/11/2021 | 7:46 AM PDT
Date Signed



ACO 3797

SIGNAL SERVICE, INC.

C10 634458

1211 S. Main Street / P.O. Box 597 Angels Camp, California 95222

Voice: (800) 983-5300 • Fax: (209) 736-9301

www.signalserviceinc.com

COMMERCIAL LEASE INSTALLATION, MONITORING, SERVICE, & INSPECTION AGREEMENT

Certificate of Insurance Required by Customer

SYSTEM TYPE:	<input type="checkbox"/> Access Control	<input type="checkbox"/> Intrusion	<input checked="" type="checkbox"/> Fire	<input type="checkbox"/> Camera/Video	<input type="checkbox"/> Elevator
COMMUNICATION TYPE:	<input type="checkbox"/> Cellular, Basic	<input type="checkbox"/> Cellular, Premium	<input checked="" type="checkbox"/> Cellular, Fire	<input type="checkbox"/> Network	<input type="checkbox"/> Phone Line
SERVICE LEVEL:	<input checked="" type="checkbox"/> Standard	<input type="checkbox"/> Extended Warranty			
SERVICES:	<input type="checkbox"/> Remote Access, Basic	<input type="checkbox"/> Remote Access, Premium	<input type="checkbox"/> ENTRE	<input type="checkbox"/> Daily Test Timer	<input type="checkbox"/> Camera App
INSPECTIONS:	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Annual	<input type="checkbox"/> Biennial	<input checked="" type="checkbox"/> Insp Decline

See attached quote AAAQ8745 for additional details.

PREMISES ADDRESS: 3880 Green Valley Rd, Rescue, CA 95672

CONTACT PERSON:

Tel: (530) 677-2720

Mobile:

Email:

BILLING INFORMATION:

RUSD,

2390 Bass Lake Rd,

Rescue, Ca 95672

Tel: (530) 672-4803

Mobile:

Email:

SUBSCRIBER:

RUSD-Rescue Elementary School

Tel: (530) 677-2720

Mobile:

Email:

This Commercial Lease, Monitoring, Service, & Inspection Agreement is entered into on 10/4/2021, by and between RUSD-Rescue Elementary School ("you," "your"), and Signal Service, Inc., a California corporation ("we," "us," "our", and "Company").

1. Term. The original term of this Agreement is **60** months. This Agreement will automatically renew for successive two-year periods, unless either party notifies the other in writing of its intent to terminate no less than 30 days before the expiration of the original period or subsequent renewal period.

2. Monitoring Services.

2.1. Services Description. We will provide the services described above. **You chose the monitoring service and agreed that the chosen service meets your needs. Additional, different, or higher levels of protection and service were discussed with you and are available from us at an additional cost.** The signals or images, if any, from the system (the "System") located at the premises identified above ("the Premises") are monitored at our monitoring center or an independent monitoring center ("Monitoring Center") that we select. If the System is removed for any reason, we are not obligated to restore the Premises to its original condition or to redecorate the Premises.

2.2. Monitoring Payment. You will pay us **\$46** per month, paid quarterly in advance on the first day of the month following the month in which services begin, commencing on the date listed above. You must pay the prorated fees for the month in which monitoring services begin. Your payments as shown above do not include any applicable tax. If any taxes are due, you must pay the tax in addition to your monthly payments.

3. Installation of Lease Equipment.

3.1. Installation Description. We will install, or cause to be installed, the equipment. All equipment and other items, including our yard signs and window stickers, will always remain our property and may be removed by us at any time.

3.2. Installation Contract Price; Down Payment. The installation contract price is **\$ 854.85**, which does not include electrical work or asbestos abatement. **The down payment for the installation contract price is \$0.00, which will NOT exceed \$1,000.00 or 10% of the installation contract price.** You will pay us, our agents, or assigns this contract price for all installation, labor, services, equipment, or materials to be provided or installed under this Agreement. You must not hold back or delay payment because of inclement or lack of suitable weather, while waiting for official building inspections, or for any other reason.

3.3. Start Date. Delivery of equipment to our offices so that System installation may begin or starting the installation of wiring at the Premises constitutes substantial commencement of the work to be performed under this Agreement. Upon completion of a fire System installation, we will provide you with all documents required by the authority having jurisdiction and applicable law, unless otherwise indicated below. After completing installation, we will thoroughly instruct you on the proper use of the System.

4. Inspection Services and Payment.

4.1. Services Description. If you opt to enroll in our recurring inspection services program, we will provide the inspection services as described in the attached Schedule of Protection. Unless otherwise noted in the attached Schedule of Protection, the inspection services will consist of us testing your System components to ensure proper working order and will be performed to meet the minimum requirements of the applicable code. If UL certified, the inspection will comply with UL requirements. We will notify you in advance of scheduled inspection date; however, it is your responsibility to either permit access on that date or reschedule if needed. Our inspection service ensures only that components are in proper working order at the time of inspection. Our inspection services do not include repairs.

4.2. Payment. You will pay us in advance for the term of this Agreement, for the inspection services described above.

5. Finance Charge. There is no finance charge or similar cost for any of the services provided under this Agreement.

6. Service and Repair.

6.1. Repair; Hours. Please call the number at the top of this Agreement for service and repair. Service and repair are included for company-owned equipment and includes all parts and labor. Service or repair is provided Monday through Friday, excluding holidays, between the hours of 8:00 a.m. and 4:00 p.m. A responsible adult must be at the Premises at the time of the service call. Emergency service is available at all other times at our then current premium labor rate and trip charge. **Payment must be made upon completion of work.**

6.2. Repair or Replace; Remote Access. We may, in our sole discretion, either repair or replace the part and may substitute new or reconditioned materials of equal quality at the time of replacement. If the repair costs exceed the replacement cost, we may replace the defective equipment with new or reconditioned equipment substantially equivalent to or with comparable features as the existing

equipment. The replacement equipment may have a higher or lower selling price than the original equipment you have. We may program, alter, or repair the System remotely.

6.3. Liability. We are not responsible for loss or damage while the System is under repair or awaiting parts. Any repair, service, replacement, or addition of equipment by us after the initial installation or programming of the System is governed by this Agreement, in particular **Paragraphs 8, 9, and 23**, which limit our liability.

7. Title to Systems; Security Interest; Risk of Loss; Removal of System.

7.1. Title; Security Interest. You understand that we are providing the System as part of our service; that we hold sole title to the System, including all components and communicators, yard signs, and window stickers at all times; and that they may be removed by us at any time. When the installation is complete, you will hold title to the wire, cable, and conduit only. You must not damage, lien, encumber, or dispose of any part of the System or permit the System to be damaged, encumbered, removed, tampered with, or repaired by anyone other than us. Installation of the System does not create a fixture to the Premises. By this Agreement, you grant us a security interest in the System and, if we need to perfect the interest, you will comply with all reasonable requests. If you do not own the Premises, you must obtain the written consent of the owner for the installation, removal, or abandonment of the System.

7.2. Risk of Loss; Insurance. You bear the entire risk of loss for the System once installation begins. You must maintain all risk insurance for damage to or loss of the System and all its components at your expense. You must name us as a loss payee on all insurance policies. If the System or any part of it is damaged or lost, you must pay us the reasonable value of the System or the cost of repair, which we will decide in our reasonable discretion.

7.3. Removal of System. When this Agreement expires or is terminated, or if you default, you must allow us to immediately enter the Premises and remove or deactivate all or any part of the System. You must return the System to us in good condition, except for reasonable wear and tear. We are not required to remove all or any part of the System, and we may elect to disable or abandon all or any part of the System. Removing, disabling, or abandoning the System is without prejudice to the collection of all sums due under this Agreement or any extensions or renewals thereof. If the System is removed for any reason, we are not obligated to restore the Premises to its original condition or to redecorate the Premises.

8. DISCLAIMER OF WARRANTIES; LIABILITY; CONSEQUENTIAL DAMAGES. Our obligation to provide the services described above arise solely from this Agreement. We do not represent or warrant that the System or service will not be compromised or by-passed; that it will detect or prevent all burglaries, hold-ups, personal emergencies, fires, smoke or water damage, or otherwise; or that it will in all cases provide the protection or convenience for which it was installed or intended. We, our agents, and employees make no representations or warranties, express or implied, as to any matter whatsoever, including without limitation, the condition of the equipment, its merchantability, its fitness for any particular purpose, or non-infringement or title. You did not rely on any representation or warranty, express or implied. Any information provided or promised does not create an express warranty and will be considered expressions of personal opinion only. If we were to have any liability greater than that agreed to by you in Paragraphs 8, 9, and 23 of this Agreement, we could not and would not provide the System or services, and we could not provide the System or services at the rates provided. The warranty provided in this Agreement gives you specific legal rights, and you may have other rights that vary from state-to-state. We are not liable for special, consequential, or incidental damages. Some states do not allow the exclusion or the limitation of consequential or incidental damages, so the above limitations or exclusions may not apply to you.

9. LIMITATION OF LIABILITY.

9.1. No Guarantee. We and our divisions and affiliates are not insurers of your real or personal property or data, or the personal safety or property of anyone on the Premises. This Agreement is not an insurance policy or a substitute for an insurance policy. You must obtain all property, life, health, disability, business interruption, or other necessary insurance, and recovery for losses is limited to such insurance coverage. The payments required are based solely upon the value of the System or service, and not on the value of your real or personal property or data, or the property of others located in or on the Premises. We make no guarantee or warranty, including an implied warranty of merchantability or fitness, that the System or service will prevent or avoid occurrences or the consequences of occurrences that the System or service is designed to detect or avert. You understand that it is impractical and extremely difficult to determine in advance (a) the value of your real or personal property or data, or the property of others kept on the Premises, that may be lost, stolen, or damaged if the System or service does not operate properly; (b) the response time of the Monitoring Center, emergency personnel, or guard service, if any; (c) what portion, if any, of a loss, damage, personal injury, or death would be proximately caused by our failure to perform or our active or passive negligence; or (d) whether a camera or access control system, if any, would detect or prevent unauthorized intrusions or activities.

9.2. Amount of Liability. If we, our agents, or employees are found liable for loss, damage, or injury of any kind whatsoever from our failure to perform any of our obligations under this Agreement; failure of the System, equipment, or service in any manner; breach of warranty; subrogation; tort; or our active or passive negligence, then our liability is limited to a sum equal to the total annual monitoring fees at the time of the incident or \$1,500, whichever is greater. This is not a penalty. This is your only remedy regardless of the legal theory used to find the Monitoring Center or us liable.

9.3. More Protection. You may obtain a higher limitation of liability by paying an additional charge. If you elect this option, a rider will be attached to this Agreement stating the terms, conditions, and amount of the limited liability and the additional charge. Even if a rider is provided to you, we are not your insurer.

10. False Alarms. If you cause an excessive number of false alarms through carelessness or malicious or accidental use of the System, or if you in any manner misuse or abuse the System, your conduct is a material breach of contract. After giving you ten-days written notice, we may at our option, in addition to all other legal remedies, terminate this Agreement. You are solely responsible for all false alarm fines, penalties, or fees, including charges from a private guard service, if any, whether assessed against you or us.

11. Alarm Signal Transmission Methods. If cellular or radio service is used as your primary or secondary transmission method, then the System's communicator is connected to a cellular or radio network. The use of radio frequencies is controlled by the Federal Communications Commission ("FCC"), and changes in FCC rules, regulations, and policies may necessitate discontinuing transmissions. You must pay all monthly service charges connecting the Premises to our Monitoring Center. Radio or cellular transmissions are subject to topographical and environmental conditions, including power failures and electrical storms, that are totally beyond our control. Service may also be limited based on available coverage, carrier, or third-party related issues.

12. Interruption, Suspension, or Cancellation of Service. We are not liable for any delay in monitoring or service of the System, for the consequences of delay, or for any interruption of operation because of floods; storms; earthquakes; fire; power failures; strikes; riots; war, declared or undeclared; terrorism; insurrection; interruption or unavailability of telephone, cellular, cable, radio, Internet, or other transmission services; acts of God; or for any other cause beyond our control, regardless of cause or origin. We are not required to provide monitoring or other services to you while any of these causes exist. If services are suspended for these reasons, you must continue to pay

under the terms of this Agreement. If the Monitoring Center or the Premises or equipment are destroyed by fire or other catastrophe, are so substantially damaged that it is impractical to continue service, or if the Monitoring Center or we are unable to render service, this Agreement will be suspended without notice.

13. Audible Alarm Shut Off. If your System has an audible alarm, we will enable a device that automatically shuts off the audible alarm after it has sounded for not more than ten minutes after the first activation; but no automatic shut-off for fire devices is allowed.

14. Delay in Installation; Interruption of Service. We are not liable for any delay in the installation or service of the System, for the consequences of delay, or for any interruption of operation because of floods; storms; earthquakes; fire; power failures; strikes; riots; war, declared or undeclared; terrorism; insurrection; interruption or unavailability of telephone, cellular, cable, radio, Internet, or other transmission services; acts of God; or for any other cause beyond our control, regardless of cause or origin. We are not required to provide installation, repair, or any other services to you while any of these causes exist.

15. Acceptance of Installation. After the System is installed, we will inspect the System together. Any error or omission in the design, construction, or installation of the System must be brought to our attention in writing within 15 days after completion of installation. After 15 days, the installation is totally satisfactory to and accepted by you.

16. Your Duties as to Use of System; Battery and Device Replacement; Monitoring or System Permits.

16.1. Test. Immediately before securing the Premises, you or others using the System must carefully and properly set the System. You must properly test the System *at least* monthly during the term of this Agreement. If the System does not operate properly or if there is a power failure or other interruption at the Premises, you must notify us immediately.

16.2. Batteries. If your System uses wireless battery-operated devices, you must replace the batteries when the System emits a low-battery signal or *at least* every two years. You may also call us and we will replace the batteries at your expense at our then current rates for parts and labor. If you fail to replace the batteries, or if the batteries are low or dead, the System will not function properly.

16.3. Carbon Monoxide Detectors. If you have carbon monoxide detectors, you must replace them *at least* every three years.

16.4. Changes. You must immediately notify us of any changes to the Premises or to any fixtures, furniture, or equipment. **You must immediately notify us of any changes to your telephone service, including the installation of DSL, BPL, Voice over Internet Protocol ("VoIP"), or other Internet-based telephone service.**

16.5. Power. You must provide 24-hour electrical service and electrical outlets for the System.

16.6. Permits. Monitoring may be subject to permit fees. If required, obtaining and maintaining an alarm permit is your sole responsibility. You are solely responsible for paying for all monitoring, alarm, or system permits, licenses, or fees imposed by authorities having jurisdiction necessary for the use and operation of the System, and all other charges or fees imposed. You are solely responsible for determining whether the city, county, or governmental subdivision in which the Premises are located has or may later have statutes or ordinances requiring that you obtain and maintain a license or permit for the System.

16.7. Notification. Unless you have a valid alarm-user permit or license, which must be kept current and active as required, certain emergency personnel will not respond to an alarm signal. In order to request an emergency response, we must know your permit number. **Until you obtain, at your expense, all necessary permits or licenses, and provide us with the license or permit number, we may not be able to notify emergency personnel of an alarm.**

17. Change in Ownership of Premises. Moving from the Premises does not relieve you of your obligations under this Agreement.

18. Assignment; Rights of Subcontractors. We may assign this Agreement to any person or entity without notice to you. You shall not assign or otherwise transfer this Agreement without our prior, written consent. We may subcontract any of the work or services to be performed under this Agreement, including monitoring, without notice to you. You acknowledge that this Agreement, especially Paragraphs 8, 9, and 23, protects the Monitoring Center and our other subcontractors in the same way that those paragraphs protect us.

19. Default; Interest; Reactivation.

19.1. Default. Any of the following constitute your default under this Agreement: (a) failure to pay any amount provided in this Agreement within ten days after the same is due; (b) failure to communicate or cooperate with us; (c) failure to perform any other obligations under this Agreement within ten days after written request; (d) failure to timely and properly inspect and test your System; or (e) you become a debtor in a bankruptcy proceeding. If you default, we may discontinue all services upon ten days' written notice to you and accelerate and recover all amounts to become due under this Agreement, as well as all other sums to which we are entitled. **For fire systems, we may report your failure to inspect and test your System, or lack of System monitoring to the proper authority.**

19.2. Interest. If any payment due is more than ten days late, you will pay simple interest on each past due payment in the amount of 18% per year calculated on a 360-day year [periodic rate of 1.5% per month or the maximum amount allowed by law] until the balance is paid in full. You will pay a service charge of \$25 for each returned check.

19.3. Reactivation. If we discontinue service for any reason and you desire to reactivate the service, reactivation is subject to our then-current reactivation fee and payment of all past due amounts. If the System cannot be reactivated remotely, and a service call is required, you must also pay us our then current and applicable rates for parts and labor.

20. Change in Rates.

20.1. Our Right to Increase; Your Right to Cancel. We may increase the monitoring or service fees at any time after the expiration of the initial term of this Agreement, but not more than once in any 12-month period, and upon giving you written notice in 30 days in advance of the effective date of the increase. If you do not want to pay the increased charge, you may cancel the then unexpired term of this Agreement by notifying us in writing 30 days before the effective date of the increase.

20.2. Taxes, Charges, and Fees. We may increase the monitoring or service fees at any time to reflect increases in federal, state, and local taxes; utility charges, including telephone charges; municipal fees and charges; and any other similar charges which relate to the services provided under this Agreement that are imposed on us. By signing this Agreement, you agree to pay all increases made under this paragraph.

21. Credit Investigation. You (and any guarantor) authorize us to conduct credit investigations from time to time to determine your (and any guarantor's) credit worthiness.

22. Notices. All notices regarding this Agreement must be in writing and may be served by personal delivery; by a reputable overnight carrier with all delivery charges provided for; or by certified mail, return-receipt requested, and regular mail, with postage prepaid, to the addresses set forth in this Agreement or to any other address provided by one party to the other from time to time in writing.

23. Third-Party Indemnification; Subrogation. You shall immediately defend and indemnify us against all claims brought by others, including personal injury, tort, negligence, property damage, or death. This indemnity applies to all claims regardless of cause, including our or the System's performance or failure to perform; defects in products, design, installation, activation, or service; negligence; tort; warranty; contribution; indemnification; or strict products liability. So far as permitted by your liability or property insurance policy, you release us from all claims, whether the claims are made by or through you, including your insurance company or other parties, and you shall defend and indemnify us from all claims. You must notify your insurance company of these terms. This paragraph does not apply to claims for loss or damage solely and directly caused by an employee of Company or Monitoring Center while on the Premises.

24. Time to Bring Suit; Venue; Governing Law. Any lawsuit or other legal proceeding arising out of or relating to this Agreement, whether based upon contract, tort, negligence, or otherwise, must be brought no later than one year after the claim arises. This Agreement is made and entered into in Calaveras County, California. Any legal proceeding arising out of or relating to this Agreement must be brought in Calaveras County. California law applies to this Agreement regardless of choice-of-law rules.

25. Entire Agreement. This Agreement is the final expression of and sets forth the entire agreement between the parties. No other agreements, representations, or warranties, express or implied, oral or written, have been made by any party to the other with respect to this Agreement. All prior and contemporaneous conversations, negotiations, and warranties are not relied upon and are waived. This Agreement supersedes and replaces all prior oral or written agreements or understandings between the parties. This is an integrated agreement. This Agreement cannot be changed orally, and all changes must be in writing signed by authorized representatives of both parties. If there is any conflict between this Agreement and your purchase order or other document delivered to us, this Agreement governs whether the purchase order or document is delivered before or after this Agreement is fully signed.

26. Enforceability; Waiver. If any part of this Agreement is void, the remaining portions of the Agreement remain enforceable. No waiver of a breach of any term or condition of this Agreement is a waiver of any succeeding breach.

27. Authorized Signatories; Duplicate. The individuals executing this Agreement are authorized signatories and have the full power to enter into this Agreement, and make the representations and warranties in this Agreement, which may be delivered by facsimile or electronic means.


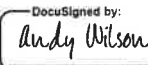
28. Licensing. Alarm Company Operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, California 95834. Contractors are required by law to be licensed and regulated by the Contractors' State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten years of the date of the alleged violation. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information, visit CSLB's web site at www.cslb.ca.gov, call CSLB at (800) 321- CSLB (2752), or write to CSLB at P.O. Box 26000, Sacramento, CA 95826

ACCEPTANCE

The prices, specifications, and conditions in this Agreement are satisfactory. **You understand, approve, and accept this Agreement, in particular Paragraphs 8, 9, and 23, which set forth our maximum liability if there is any loss or damage to you or any third party.** You understand that you may obtain a higher liability limit by paying an additional charge. You received a completed copy of this Agreement and, if you are a residential customer, two copies of the Notice of Right to Cancel. **You were advised that there are additional, different, or higher levels of protection and service available. The services provided are based upon your specific request, approval, and cost considerations, for which you must hold us harmless.**

WARNING: Various System components or products may contain lead or other chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.

IF SIGNED ELECTRONICALLY: You agree that your electronic signature, whether digital or encrypted, is intended to authenticate such signature and give rise to a valid, enforceable, and fully effective agreement.

<p>YOU:</p> <p>10/18/2021 10:33 AM PDT</p> <p>Date _____ Your Signature _____</p> <p>DocuSigned by:  <small>8462738132441E</small> Your Name _____</p>	<p>SIGNAL SERVICE, INC.</p> <p>10/11/2021 11:28 AM PDT</p> <p>Date _____ Authorized Representative Signature _____</p> <p>DocuSigned by:  <small>8100AE2F2E528U</small> Authorized Representative Name _____</p>
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Unless we either (1) approve it in writing by an authorized company representative, or (2) begin services, this Agreement is not binding upon us. If we do not approve the Agreement, our sole liability is to refund the amount paid to us when you signed the Agreement. Not receiving a copy signed by us does not make this Agreement unenforceable.



ACO-3797

Proposal for the Installation and Lease of a System

CUSTOMER INFORMATION

RUSD-Rescue Elementary School
 3880 Green Valley Rd
 Rescue
 (530) 677-2720

Job Contact:

Billing Contact: RUSD
 2390 Bass Lake Rd
 Rescue Ca 95672
 (530) 672-4803

PROPOSAL

Proposal No. AAAQ8745
 Proposal Date: 10/4/2021
 Prepared By: Andrew Wilson
 Phone: 800-983-5300
 Fax: 209-736-9301
 andy@signalserviceinc.com

SCOPE OF WORK:

Page 1 of 2

Fire Alarm: Gamewell FCI E3
 Install California Fire Marshal approved cellular communicator.
 Build central station records
 Move fire alarm monitoring to Signal Service central station
 No central station fire alarm monitoring fee will be charged by Signal Service until current (1) year contract with SBS expires. At that time central station fire monitoring fee of \$34.00 per month will be added
 Owner can cancel the two (2) phone lines currently supporting the fire panel
 Owner to submit fire plan to DSA
 Proposal includes initial spot inspection of 10% of systems approx. 100 devices
 Signal Service is available to perform system wide test & inspection on a T&M basis and provide Certificate of Inspection

Qty	Item	Location
1	Cellular Communicator, Slave, Verizon LTE	CFM approved cellular communicator
1	UL Primary Fire, 58 minute check in	\$36.00 AT&T / Verizon celluar fee-commercial fire

Total proposed installation and recurring monthly amounts are shown on the following page.



Proposal No. AAAQ8745

Page 2 of 2

Installation Charge

Installation: \$854.85

Discount: 0.00

Total Installation Charge: \$854.85

Monthly Service Charge

Services: \$36.00

Equipment Lease: \$10.00

Total Monthly Charge: \$46.00

PROPOSAL PRICES ARE VALID FOR 60 DAYS

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby accepted.

DocuSigned by:

Lisa Donaldson

638C755A132441E...

Signature _____

(Title)

10/18/2021 | 10:33 AM PDT

Date Signed

DocuSigned by:

Andy Wilson

2310DAE2FEB349D...

Signature _____

(Title)

10/11/2021 | 11:28 AM PDT

Date Signed

Certificate Of Completion

Envelope Id: C058641BB5344D5392C8468EED8EBD52
 Subject: Please DocuSign: RUSD-Rescue Elementary School Fire Cell Upgrade Doc.pdf
 Source Envelope:
 Document Pages: 6 Signatures: 4
 Certificate Pages: 5 Initials: 0
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Andy Wilson
 PO Box 597
 Angels Camp, CA 95222
 Andy@signalserviceinc.com
 IP Address: 24.7.141.101

Record Tracking

Status: Original
 10/11/2021 11:24:26 AM

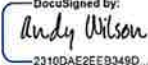
Holder: Andy Wilson
 Andy@signalserviceinc.com

Location: DocuSign

Signer Events

Andy Wilson
 andy@signalserviceinc.com
 President
 Signal Service Inc.
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 2310DAE2EEB349D...

Signature Adoption: Pre-selected Style
 Using IP Address: 24.7.141.101

Timestamp

Sent: 10/11/2021 11:27:48 AM
 Viewed: 10/11/2021 11:28:00 AM
 Signed: 10/11/2021 11:28:07 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Lisa Donaldson
 ldonaldson@my.rescueusd.org
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 02BC755A132441E...

Signature Adoption: Pre-selected Style
 Using IP Address: 209.129.220.50

Sent: 10/11/2021 11:28:08 AM
 Resent: 10/13/2021 10:21:54 AM
 Viewed: 10/13/2021 3:10:06 PM
 Signed: 10/18/2021 10:33:45 AM

Electronic Record and Signature Disclosure:
 Accepted: 10/14/2021 2:51:52 PM
 ID: 663b616b-f9d1-49ff-b3ca-cb85e8a87821

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Chris Broderick
 Chris@signalserviceinc.com
 Inside Sales Representative
 Signal Service Inc
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 10/18/2021 10:33:46 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/11/2021 11:27:48 AM
Certified Delivered	Security Checked	10/13/2021 3:10:06 PM
Signing Complete	Security Checked	10/18/2021 10:33:45 AM
Completed	Security Checked	10/18/2021 10:33:46 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Signal Service Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Signal Service Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise Signal Service Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at Valerie@signalserviceinc.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Signal Service Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to Valerie@signalserviceinc.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Signal Service Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to Valerie@signalserviceinc.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Signal Service Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Signal Service Inc. during the course of my relationship with you.



ACO 3797

SIGNAL SERVICE, INC.

C10 634458

1211 S. Main Street / P.O. Box 597 Angels Camp, California 95222

Voice: (800) 983-5300 • Fax: (209) 736-9301

www.signalserviceinc.com

COMMERCIAL LEASE INSTALLATION, MONITORING, SERVICE, & INSPECTION AGREEMENT

Certificate of Insurance Required by Customer

SYSTEM TYPE:	<input type="checkbox"/> Access Control	<input type="checkbox"/> Intrusion	<input checked="" type="checkbox"/> Fire	<input type="checkbox"/> Camera/Video	<input type="checkbox"/> Elevator
COMMUNICATION TYPE:	<input type="checkbox"/> Cellular, Basic	<input type="checkbox"/> Cellular, Premium	<input checked="" type="checkbox"/> Cellular, Fire	<input type="checkbox"/> Network	<input type="checkbox"/> Phone Line
SERVICE LEVEL:	<input checked="" type="checkbox"/> Standard	<input type="checkbox"/> Extended Warranty			
SERVICES:	<input type="checkbox"/> Remote Access, Basic	<input type="checkbox"/> Remote Access, Premium	<input type="checkbox"/> ENTRE	<input type="checkbox"/> Daily Test Timer	<input type="checkbox"/> Camera App
INSPECTIONS:	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Annual	<input type="checkbox"/> Biennial	<input checked="" type="checkbox"/> Insp Decline

See attached quote AAAQ8730 for additional details.

PREMISES ADDRESS: 1901 Francisco Drive, El Dorado Hills, CA 95762

CONTACT PERSON:

Tel: (916) 933-3993

Mobile:

Email:

BILLING INFORMATION:

RUSD,

2390 Bass Lake Rd,
Rescue, Ca 95672

Tel: (530) 672-4803

Mobile:

Email:

SUBSCRIBER:

RUSD-Marina Village Middle
School

Tel: (916) 933-3993

Mobile:

Email:

This Commercial Lease, Monitoring, Service, & Inspection Agreement is entered into on **10/4/2021**, by and between **RUSD-Marina Village Middle School** ("you," "your"), and Signal Service, Inc., a California corporation ("we," "us," "our", and "Company").

1. Term. The original term of this Agreement is **60** months. This Agreement will automatically renew for successive two-year periods, unless either party notifies the other in writing of its intent to terminate no less than 30 days before the expiration of the original period or subsequent renewal period.

2. Monitoring Services.

2.1. Services Description. We will provide the services described above. **You chose the monitoring service and agreed that the chosen service meets your needs. Additional, different, or higher levels of protection and service were discussed with you and are available from us at an additional cost.** The signals or images, if any, from the system (the "System") located at the premises identified above ("the Premises") are monitored at our monitoring center or an independent monitoring center ("Monitoring Center") that we select. If the System is removed for any reason, we are not obligated to restore the Premises to its original condition or to redecorate the Premises.

2.2. Monitoring Payment. You will pay us **\$46** per month, paid quarterly in advance on the first day of the month following the month in which services begin, commencing on the date listed above. You must pay the prorated fees for the month in which monitoring services begin. Your payments as shown above do not include any applicable tax. If any taxes are due, you must pay the tax in addition to your monthly payments.

3. Installation of Lease Equipment.

3.1. Installation Description. We will install, or cause to be installed, the equipment. All equipment and other items, including our yard signs and window stickers, will always remain our property and may be removed by us at any time.

3.2. Installation Contract Price; Down Payment. The installation contract price is **\$ 854.85**, which does not include electrical work or asbestos abatement. **The down payment for the installation contract price is \$0.00, which will NOT exceed \$1,000.00 or 10% of the installation contract price.** You will pay us, our agents, or assigns this contract price for all installation, labor, services, equipment, or materials to be provided or installed under this Agreement. You must not hold back or delay payment because of inclement or lack of suitable weather, while waiting for official building inspections, or for any other reason.

3.3. Start Date. Delivery of equipment to our offices so that System installation may begin or starting the installation of wiring at the Premises constitutes substantial commencement of the work to be performed under this Agreement. Upon completion of a fire System installation, we will provide you with all documents required by the authority having jurisdiction and applicable law, unless otherwise indicated below. After completing installation, we will thoroughly instruct you on the proper use of the System.

4. Inspection Services and Payment.

4.1. Services Description. If you opt to enroll in our recurring inspection services program, we will provide the inspection services as described in the attached Schedule of Protection. Unless otherwise noted in the attached Schedule of Protection, the inspection services will consist of us testing your System components to ensure proper working order and will be performed to meet the minimum requirements of the applicable code. If UL certified, the inspection will comply with UL requirements. We will notify you in advance of scheduled inspection date; however, it is your responsibility to either permit access on that date or reschedule if needed. Our inspection service ensures only that components are in proper working order at the time of inspection. Our inspection services do not include repairs.

4.2. Payment. You will pay us in advance for the term of this Agreement, for the inspection services described above.

5. Finance Charge. There is no finance charge or similar cost for any of the services provided under this Agreement.

6. Service and Repair.

6.1. Repair; Hours. Please call the number at the top of this Agreement for service and repair. Service and repair are included for company-owned equipment and includes all parts and labor. Service or repair is provided Monday through Friday, excluding holidays, between the hours of 8:00 a.m. and 4:00 p.m. A responsible adult must be at the Premises at the time of the service call. Emergency service is available at all other times at our then current premium labor rate and trip charge. **Payment must be made upon completion of work.**

6.2. Repair or Replace; Remote Access. We may, in our sole discretion, either repair or replace the part and may substitute new or reconditioned materials of equal quality at the time of replacement. If the repair costs exceed the replacement cost, we may replace the defective equipment with new or reconditioned equipment substantially equivalent to or with comparable features as the existing

equipment. The replacement equipment may have a higher or lower selling price than the original equipment you have. We may program, alter, or repair the System remotely.

6.3. Liability. We are not responsible for loss or damage while the System is under repair or awaiting parts. Any repair, service, replacement, or addition of equipment by us after the initial installation or programming of the System is governed by this Agreement, in particular **Paragraphs 8, 9, and 23**, which limit our liability.

7. Title to Systems; Security Interest; Risk of Loss; Removal of System.

7.1. Title; Security Interest. You understand that we are providing the System as part of our service; that we hold sole title to the System, including all components and communicators, yard signs, and window stickers at all times; and that they may be removed by us at any time. When the installation is complete, you will hold title to the wire, cable, and conduit only. You must not damage, lien, encumber, or dispose of any part of the System or permit the System to be damaged, encumbered, removed, tampered with, or repaired by anyone other than us. Installation of the System does not create a fixture to the Premises. By this Agreement, you grant us a security interest in the System and, if we need to perfect the interest, you will comply with all reasonable requests. If you do not own the Premises, you must obtain the written consent of the owner for the installation, removal, or abandonment of the System.

7.2. Risk of Loss; Insurance. You bear the entire risk of loss for the System once installation begins. You must maintain all risk insurance for damage to or loss of the System and all its components at your expense. You must name us as a loss payee on all insurance policies. If the System or any part of it is damaged or lost, you must pay us the reasonable value of the System or the cost of repair, which we will decide in our reasonable discretion.

7.3. Removal of System. When this Agreement expires or is terminated, or if you default, you must allow us to immediately enter the Premises and remove or deactivate all or any part of the System. You must return the System to us in good condition, except for reasonable wear and tear. We are not required to remove all or any part of the System, and we may elect to disable or abandon all or any part of the System. Removing, disabling, or abandoning the System is without prejudice to the collection of all sums due under this Agreement or any extensions or renewals thereof. If the System is removed for any reason, we are not obligated to restore the Premises to its original condition or to redecorate the Premises.

8. DISCLAIMER OF WARRANTIES; LIABILITY; CONSEQUENTIAL DAMAGES. Our obligation to provide the services described above arise solely from this Agreement. We do not represent or warrant that the System or service will not be compromised or by-passed; that it will detect or prevent all burglaries, hold-ups, personal emergencies, fires, smoke or water damage, or otherwise; or that it will in all cases provide the protection or convenience for which it was installed or intended. We, our agents, and employees make no representations or warranties, express or implied, as to any matter whatsoever, including without limitation, the condition of the equipment, its merchantability, its fitness for any particular purpose, or non-infringement or title. You did not rely on any representation or warranty, express or implied. Any information provided or promised does not create an express warranty and will be considered expressions of personal opinion only. If we were to have any liability greater than that agreed to by you in Paragraphs 8, 9, and 23 of this Agreement, we could not and would not provide the System or services, and we could not provide the System or services at the rates provided. The warranty provided in this Agreement gives you specific legal rights, and you may have other rights that vary from state-to-state. We are not liable for special, consequential, or incidental damages. Some states do not allow the exclusion or the limitation of consequential or incidental damages, so the above limitations or exclusions may not apply to you.

9. LIMITATION OF LIABILITY.

9.1. No Guarantee. We and our divisions and affiliates are not insurers of your real or personal property or data, or the personal safety or property of anyone on the Premises. This Agreement is not an insurance policy or a substitute for an insurance policy. You must obtain all property, life, health, disability, business interruption, or other necessary insurance, and recovery for losses is limited to such insurance coverage. The payments required are based solely upon the value of the System or service, and not on the value of your real or personal property or data, or the property of others located in or on the Premises. We make no guarantee or warranty, including an implied warranty of merchantability or fitness, that the System or service will prevent or avoid occurrences or the consequences of occurrences that the System or service is designed to detect or avert. You understand that it is impractical and extremely difficult to determine in advance (a) the value of your real or personal property or data, or the property of others kept on the Premises, that may be lost, stolen, or damaged if the System or service does not operate properly; (b) the response time of the Monitoring Center, emergency personnel, or guard service, if any; (c) what portion, if any, of a loss, damage, personal injury, or death would be proximately caused by our failure to perform or our active or passive negligence; or (d) whether a camera or access control system, if any, would detect or prevent unauthorized intrusions or activities.

9.2. Amount of Liability. If we, our agents, or employees are found liable for loss, damage, or injury of any kind whatsoever from our failure to perform any of our obligations under this Agreement; failure of the System, equipment, or service in any manner; breach of warranty; subrogation; tort; or our active or passive negligence, then our liability is limited to a sum equal to the total annual monitoring fees at the time of the incident or \$1,500, whichever is greater. This is not a penalty. This is your only remedy regardless of the legal theory used to find the Monitoring Center or us liable.

9.3. More Protection. You may obtain a higher limitation of liability by paying an additional charge. If you elect this option, a rider will be attached to this Agreement stating the terms, conditions, and amount of the limited liability and the additional charge. Even if a rider is provided to you, we are not your insurer.

10. False Alarms. If you cause an excessive number of false alarms through carelessness or malicious or accidental use of the System, or if you in any manner misuse or abuse the System, your conduct is a material breach of contract. After giving you ten-days written notice, we may at our option, in addition to all other legal remedies, terminate this Agreement. You are **solely responsible** for all false alarm fines, penalties, or fees, including charges from a private guard service, if any, whether assessed against you or us.

11. Alarm Signal Transmission Methods. If cellular or radio service is used as your primary or secondary transmission method, then the System's communicator is connected to a cellular or radio network. The use of radio frequencies is controlled by the Federal Communications Commission ("FCC"), and changes in FCC rules, regulations, and policies may necessitate discontinuing transmissions. You must pay all monthly service charges connecting the Premises to our Monitoring Center. Radio or cellular transmissions are subject to topographical and environmental conditions, including power failures and electrical storms, that are totally beyond our control. Service may also be limited based on available coverage, carrier, or third-party related issues.

12. Interruption, Suspension, or Cancellation of Service. We are not liable for any delay in monitoring or service of the System, for the consequences of delay, or for any interruption of operation because of floods; storms; earthquakes; fire; power failures; strikes; riots; war, declared or undeclared; terrorism; insurrection; interruption or unavailability of telephone, cellular, cable, radio, Internet, or other transmission services; acts of God; or for any other cause beyond our control, regardless of cause or origin. We are not required to provide monitoring or other services to you while any of these causes exist. If services are suspended for these reasons, you must continue to pay

under the terms of this Agreement. If the Monitoring Center or the Premises or equipment are destroyed by fire or other catastrophe, are so substantially damaged that it is impractical to continue service, or if the Monitoring Center or we are unable to render service, this Agreement will be suspended without notice.

13. Audible Alarm Shut Off. If your System has an audible alarm, we will enable a device that automatically shuts off the audible alarm after it has sounded for not more than ten minutes after the first activation; but no automatic shut-off for fire devices is allowed.

14. Delay in Installation; Interruption of Service. We are not liable for any delay in the installation or service of the System, for the consequences of delay, or for any interruption of operation because of floods; storms; earthquakes; fire; power failures; strikes; riots; war, declared or undeclared; terrorism; insurrection; interruption or unavailability of telephone, cellular, cable, radio, Internet, or other transmission services; acts of God; or for any other cause beyond our control, regardless of cause or origin. We are not required to provide installation, repair, or any other services to you while any of these causes exist.

15. Acceptance of Installation. After the System is installed, we will inspect the System together. Any error or omission in the design, construction, or installation of the System must be brought to our attention in writing within 15 days after completion of installation. After 15 days, the installation is totally satisfactory to and accepted by you.

16. Your Duties as to Use of System; Battery and Device Replacement; Monitoring or System Permits.

16.1. Test. Immediately before securing the Premises, you or others using the System must carefully and properly set the System. You must properly test the System *at least* monthly during the term of this Agreement. If the System does not operate properly or if there is a power failure or other interruption at the Premises, you must notify us immediately.

16.2. Batteries. If your System uses wireless battery-operated devices, you must replace the batteries when the System emits a low-battery signal or *at least* every two years. You may also call us and we will replace the batteries at your expense at our then current rates for parts and labor. If you fail to replace the batteries, or if the batteries are low or dead, the System will not function properly.

16.3. Carbon Monoxide Detectors. If you have carbon monoxide detectors, you must replace them *at least* every three years.

16.4. Changes. You must immediately notify us of any changes to the Premises or to any fixtures, furniture, or equipment. **You must immediately notify us of any changes to your telephone service, including the installation of DSL, BPL, Voice over Internet Protocol ("VoIP"), or other Internet-based telephone service.**

16.5. Power. You must provide 24-hour electrical service and electrical outlets for the System.

16.6. Permits. Monitoring may be subject to permit fees. If required, obtaining and maintaining an alarm permit is your sole responsibility. You are solely responsible for paying for all monitoring, alarm, or system permits, licenses, or fees imposed by authorities having jurisdiction necessary for the use and operation of the System, and all other charges or fees imposed. You are solely responsible for determining whether the city, county, or governmental subdivision in which the Premises are located has or may later have statutes or ordinances requiring that you obtain and maintain a license or permit for the System.

16.7. Notification. Unless you have a valid alarm-user permit or license, which must be kept current and active as required, certain emergency personnel will not respond to an alarm signal. In order to request an emergency response, we must know your permit number. **Until you obtain, at your expense, all necessary permits or licenses, and provide us with the license or permit number, we may not be able to notify emergency personnel of an alarm.**

17. Change in Ownership of Premises. Moving from the Premises does not relieve you of your obligations under this Agreement.

18. Assignment; Rights of Subcontractors. We may assign this Agreement to any person or entity without notice to you. You shall not assign or otherwise transfer this Agreement without our prior, written consent. We may subcontract any of the work or services to be performed under this Agreement, including monitoring, without notice to you. You acknowledge that this Agreement, especially Paragraphs 8, 9, and 23, protects the Monitoring Center and our other subcontractors in the same way that those paragraphs protect us.

19. Default; Interest; Reactivation.

19.1. Default. Any of the following constitute your default under this Agreement: (a) failure to pay any amount provided in this Agreement within ten days after the same is due; (b) failure to communicate or cooperate with us; (c) failure to perform any other obligations under this Agreement within ten days after written request; (d) failure to timely and properly inspect and test your System; or (e) you become a debtor in a bankruptcy proceeding. If you default, we may discontinue all services upon ten days' written notice to you and accelerate and recover all amounts to become due under this Agreement, as well as all other sums to which we are entitled. **For fire systems, we may report your failure to inspect and test your System, or lack of System monitoring to the proper authority.**

19.2. Interest. If any payment due is more than ten days late, you will pay simple interest on each past due payment in the amount of 18% per year calculated on a 360-day year [periodic rate of 1.5% per month or the maximum amount allowed by law] until the balance is paid in full. You will pay a service charge of \$25 for each returned check.

19.3. Reactivation. If we discontinue service for any reason and you desire to reactivate the service, reactivation is subject to our then-current reactivation fee and payment of all past due amounts. If the System cannot be reactivated remotely, and a service call is required, you must also pay us our then current and applicable rates for parts and labor.

20. Change in Rates.

20.1. Our Right to Increase; Your Right to Cancel. We may increase the monitoring or service fees at any time after the expiration of the initial term of this Agreement, but not more than once in any 12-month period, and upon giving you written notice in 30 days in advance of the effective date of the increase. If you do not want to pay the increased charge, you may cancel the then unexpired term of this Agreement by notifying us in writing 30 days before the effective date of the increase.

20.2. Taxes, Charges, and Fees. We may increase the monitoring or service fees at any time to reflect increases in federal, state, and local taxes; utility charges, including telephone charges; municipal fees and charges; and any other similar charges which relate to the services provided under this Agreement that are imposed on us. By signing this Agreement, you agree to pay all increases made under this paragraph.

21. Credit Investigation. You (and any guarantor) authorize us to conduct credit investigations from time to time to determine your (and any guarantor's) credit worthiness.

22. Notices. All notices regarding this Agreement must be in writing and may be served by personal delivery; by a reputable overnight carrier with all delivery charges provided for; or by certified mail, return-receipt requested, and regular mail, with postage prepaid, to the addresses set forth in this Agreement or to any other address provided by one party to the other from time to time in writing.

23. Third-Party Indemnification; Subrogation. You shall immediately defend and indemnify us against all claims brought by others, including personal injury, tort, negligence, property damage, or death. This indemnity applies to all claims regardless of cause, including our or the System's performance or failure to perform; defects in products, design, installation, activation, or service; negligence; tort; warranty; contribution; indemnification; or strict products liability. So far as permitted by your liability or property insurance policy, you release us from all claims, whether the claims are made by or through you, including your insurance company or other parties, and you shall defend and indemnify us from all claims. You must notify your insurance company of these terms. This paragraph does not apply to claims for loss or damage solely and directly caused by an employee of Company or Monitoring Center while on the Premises.

24. Time to Bring Suit; Venue; Governing Law. Any lawsuit or other legal proceeding arising out of or relating to this Agreement, whether based upon contract, tort, negligence, or otherwise, must be brought no later than one year after the claim arises. This Agreement is made and entered into in Calaveras County, California. Any legal proceeding arising out of or relating to this Agreement must be brought in Calaveras County. California law applies to this Agreement regardless of choice-of-law rules.

25. Entire Agreement. This Agreement is the final expression of and sets forth the entire agreement between the parties. No other agreements, representations, or warranties, express or implied, oral or written, have been made by any party to the other with respect to this Agreement. All prior and contemporaneous conversations, negotiations, and warranties are not relied upon and are waived. This Agreement supersedes and replaces all prior oral or written agreements or understandings between the parties. This is an integrated agreement. This Agreement cannot be changed orally, and all changes must be in writing signed by authorized representatives of both parties. If there is any conflict between this Agreement and your purchase order or other document delivered to us, this Agreement governs whether the purchase order or document is delivered before or after this Agreement is fully signed.

26. Enforceability; Waiver. If any part of this Agreement is void, the remaining portions of the Agreement remain enforceable. No waiver of a breach of any term or condition of this Agreement is a waiver of any succeeding breach.

27. Authorized Signatories; Duplicate. The individuals executing this Agreement are authorized signatories and have the full power to enter into this Agreement, and make the representations and warranties in this Agreement, which may be delivered by facsimile or electronic means.

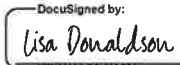
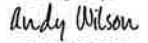
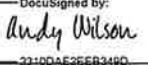
28. Licensing. Alarm Company Operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, California 95834. Contractors are required by law to be licensed and regulated by the Contractors' State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten years of the date of the alleged violation. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information, visit CSLB's web site at www.cslb.ca.gov, call CSLB at (800) 321- CSLB (2752), or write to CSLB at P.O. Box 26000, Sacramento, CA 95826

ACCEPTANCE

The prices, specifications, and conditions in this Agreement are satisfactory. **You understand, approve, and accept this Agreement, in particular Paragraphs 8, 9, and 23, which set forth our maximum liability if there is any loss or damage to you or any third party.** You understand that you may obtain a higher liability limit by paying an additional charge. You received a completed copy of this Agreement and, if you are a residential customer, two copies of the Notice of Right to Cancel. **You were advised that there are additional, different, or higher levels of protection and service available. The services provided are based upon your specific request, approval, and cost considerations, for which you must hold us harmless.**

WARNING: Various System components or products may contain lead or other chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.

IF SIGNED ELECTRONICALLY: You agree that your electronic signature, whether digital or encrypted, is intended to authenticate such signature and give rise to a valid, enforceable, and fully effective agreement.

<p>YOU:</p> <p>10/18/2021 10:41 AM PDT</p> <p>Date _____</p> <p>Your Signature _____</p> <p>DocuSigned by:  <small>2310DAE25EB349D</small></p> <p>Your Name _____</p>	<p>SIGNAL SERVICE, INC.</p> <p>DocuSigned by:  <small>2310DAE25EB349D</small></p> <p>Date _____</p> <p>Authorized Representative Signature _____</p> <p>DocuSigned by:  <small>2310DAE25EB349D</small></p> <p>Authorized Representative Name _____</p>
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Unless we either (1) approve it in writing by an authorized company representative, or (2) begin services, this Agreement is not binding upon us. If we do not approve the Agreement, our sole liability is to refund the amount paid to us when you signed the Agreement. Not receiving a copy signed by us does not make this Agreement unenforceable.



ACO-3797

Proposal for the Installation and Lease of a System

CUSTOMER INFORMATION

RUSD-Marina Village Middle School
 1901 Francisco Drive
 El Dorado Hills
 (916) 933-3993

Job Contact:

Billing Contact: RUSD

2390 Bass Lake Rd
 Rescue Ca 95672
 (530) 672-4803

PROPOSAL

Proposal No. AAAQ8730
 Proposal Date: 10/4/2021
 Prepared By: Andrew Wilson
 Phone: 800-983-5300
 Fax: 209-736-9301
 andy@signalserviceinc.com

SCOPE OF WORK:

Page 1 of 2

Fire Alarm: Silent Knight 5820 XL
 Install California Fire Marshal approved cellular communicator.
 Build central station records
 Move fire alarm monitoring to Signal Service central station
 No central station fire alarm monitoring fee will be charged by Signal Service until current (1) year contract with SBS expires. At that time central station fire monitoring fee of \$34.00 per month will be added
 Owner can cancel the two (2) phone lines currently supporting the fire panel
 Owner to submit fire plan to DSA
 Proposal includes initial spot inspection of 10% of systems approx. 300 devices
 Signal Service is available to perform system wide test & inspection on a T&M basis and provide Certificate of Inspection

Qty	Item	Location
1	Cellular Communicator, Slave, Verizon LTE	CFM approved cellular communicator
1	UL Primary Fire, 58 minute check in	\$36.00

Total proposed installation and recurring monthly amounts are shown on the following page.



Proposal No. AAAQ8730

Page 2 of 2

Installation Charge	Installation:	\$854.85
	Discount:	0.00
	Total Installation Charge:	\$854.85

Monthly Service Charge	Services:	\$36.00
	Equipment Lease:	\$10.00
	Total Monthly Charge:	\$46.00

PROPOSAL PRICES ARE VALID FOR 60 DAYS

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby accepted.

DocuSigned by:
Lisa Donaldson
 62B6755A132441E...
 Signature _____ (Title)

10/18/2021 | 10:41 AM PDT

Date Signed

DocuSigned by:
Andy Wilson
 2310DAE2EEB349D...
 Signature _____ (Title)

10/11/2021 | 11:04 AM PDT

Date Signed



ACO 3797

SIGNAL SERVICE, INC.

C10 634458

1211 S. Main Street / P.O. Box 597 Angels Camp, California 95222
Voice: (800) 983-5300 • Fax: (209) 736-9301
www.signalserviceinc.com

COMMERCIAL LEASE INSTALLATION, MONITORING, SERVICE, & INSPECTION AGREEMENT

Certificate of Insurance Required by Customer

SYSTEM TYPE:	<input type="checkbox"/> Access Control	<input checked="" type="checkbox"/> Intrusion	<input type="checkbox"/> Fire	<input type="checkbox"/> Camera/Video	<input type="checkbox"/> Elevator
COMMUNICATION TYPE:	<input type="checkbox"/> Cellular, Basic	<input checked="" type="checkbox"/> Cellular, Premium	<input type="checkbox"/> Cellular, Fire	<input type="checkbox"/> Network	<input type="checkbox"/> Phone Line
SERVICE LEVEL:	<input checked="" type="checkbox"/> Standard	<input type="checkbox"/> Extended Warranty			
SERVICES:	<input type="checkbox"/> Remote Access, Basic	<input checked="" type="checkbox"/> Remote Access, Premium	<input type="checkbox"/> ENTRE	<input type="checkbox"/> Daily Test Timer	<input type="checkbox"/> Camera App
INSPECTIONS:	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Annual	<input type="checkbox"/> Biennial	<input checked="" type="checkbox"/> Insp Decline

See attached quote AAAQ8746 for additional details.

PREMISES ADDRESS: 1901 Francisco Drive, El Dorado Hills, CA 95762
CONTACT PERSON:
Tel: (916) 933-3993 Mobile: Email:
BILLING INFORMATION: RUSD, 2390 Bass Lake Rd,
Rescue, Ca 95672
Tel: (530) 672-4803 Mobile: Email:
SUBSCRIBER: RUSD-Marina Village Middle
School
Tel: (916) 933-3993 Mobile: Email:

This Commercial Lease, Monitoring, Service, & Inspection Agreement is entered into on 10/4/2021, by and between RUSD-Marina Village Middle School ("you," "your"), and Signal Service, Inc., a California corporation ("we," "us," "our", and "Company").

1. Term. The original term of this Agreement is 60 months. This Agreement will automatically renew for successive two-year periods, unless either party notifies the other in writing of its intent to terminate no less than 30 days before the expiration of the original period or subsequent renewal period.

2. Monitoring Services.

2.1. Services Description. We will provide the services described above. **You chose the monitoring service and agreed that the chosen service meets your needs. Additional, different, or higher levels of protection and service were discussed with you and are available from us at an additional cost.** The signals or images, if any, from the system (the "System") located at the premises identified above ("the Premises") are monitored at our monitoring center or an independent monitoring center ("Monitoring Center") that we select. If the System is removed for any reason, we are not obligated to restore the Premises to its original condition or to redecorate the Premises.

2.2. Monitoring Payment. You will pay us \$104.00 per month, paid quarterly in advance on the first day of the month following the month in which services begin, commencing on the date listed above. You must pay the prorated fees for the month in which monitoring services begin. Your payments as shown above do not include any applicable tax. If any taxes are due, you must pay the tax in addition to your monthly payments.

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3.1. Installation Description. We will install, or cause to be installed, the equipment. All equipment and other items, including our yard signs and window stickers, will always remain our property and may be removed by us at any time.

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6. Service and Repair.

6.1. Repair; Hours. Please call the number at the top of this Agreement for service and repair. Service and repair are included for company-owned equipment and includes all parts and labor. Service or repair is provided Monday through Friday, excluding holidays, between the hours of 8:00 a.m. and 4:00 p.m. A responsible adult must be at the Premises at the time of the service call. Emergency service is available at all other times at our then current premium labor rate and trip charge. **Payment must be made upon completion of work.**

6.2. Repair or Replace; Remote Access. We may, in our sole discretion, either repair or replace the part and may substitute new or reconditioned materials of equal quality at the time of replacement. If the repair costs exceed the replacement cost, we may replace the defective equipment with new or reconditioned equipment substantially equivalent to or with comparable features as the existing

equipment. The replacement equipment may have a higher or lower selling price than the original equipment you have. We may program, alter, or repair the System remotely.

6.3. Liability. We are not responsible for loss or damage while the System is under repair or awaiting parts. Any repair, service, replacement, or addition of equipment by us after the initial installation or programming of the System is governed by this Agreement, in particular **Paragraphs 8, 9, and 23**, which limit our liability.

7. Title to Systems; Security Interest; Risk of Loss; Removal of System.

7.1. Title; Security Interest. You understand that we are providing the System as part of our service; that we hold sole title to the System, including all components and communicators, yard signs, and window stickers at all times; and that they may be removed by us at any time. When the installation is complete, you will hold title to the wire, cable, and conduit only. You must not damage, lien, encumber, or dispose of any part of the System or permit the System to be damaged, encumbered, removed, tampered with, or repaired by anyone other than us. Installation of the System does not create a fixture to the Premises. By this Agreement, you grant us a security interest in the System and, if we need to perfect the interest, you will comply with all reasonable requests. If you do not own the Premises, you must obtain the written consent of the owner for the installation, removal, or abandonment of the System.

7.2. Risk of Loss; Insurance. You bear the entire risk of loss for the System once installation begins. You must maintain all risk insurance for damage to or loss of the System and all its components at your expense. You must name us as a loss payee on all insurance policies. If the System or any part of it is damaged or lost, you must pay us the reasonable value of the System or the cost of repair, which we will decide in our reasonable discretion.

7.3. Removal of System. When this Agreement expires or is terminated, or if you default, you must allow us to immediately enter the Premises and remove or deactivate all or any part of the System. You must return the System to us in good condition, except for reasonable wear and tear. We are not required to remove all or any part of the System, and we may elect to disable or abandon all or any part of the System. Removing, disabling, or abandoning the System is without prejudice to the collection of all sums due under this Agreement or any extensions or renewals thereof. If the System is removed for any reason, we are not obligated to restore the Premises to its original condition or to redecorate the Premises.

8. DISCLAIMER OF WARRANTIES; LIABILITY; CONSEQUENTIAL DAMAGES. Our obligation to provide the services described above arise solely from this Agreement. We do not represent or warrant that the System or service will not be compromised or by-passed; that it will detect or prevent all burglaries, hold-ups, personal emergencies, fires, smoke or water damage, or otherwise; or that it will in all cases provide the protection or convenience for which it was installed or intended. We, our agents, and employees make no representations or warranties, express or implied, as to any matter whatsoever, including without limitation, the condition of the equipment, its merchantability, its fitness for any particular purpose, or non-infringement or title. You did not rely on any representation or warranty, express or implied. Any information provided or promised does not create an express warranty and will be considered expressions of personal opinion only. If we were to have any liability greater than that agreed to by you in Paragraphs 8, 9, and 23 of this Agreement, we could not and would not provide the System or services, and we could not provide the System or services at the rates provided. The warranty provided in this Agreement gives you specific legal rights, and you may have other rights that vary from state-to-state. We are not liable for special, consequential, or incidental damages. Some states do not allow the exclusion or the limitation of consequential or incidental damages, so the above limitations or exclusions may not apply to you.

9. LIMITATION OF LIABILITY.

9.1. No Guarantee. We and our divisions and affiliates are not insurers of your real or personal property or data, or the personal safety or property of anyone on the Premises. This Agreement is not an insurance policy or a substitute for an insurance policy. You must obtain all property, life, health, disability, business interruption, or other necessary insurance, and recovery for losses is limited to such insurance coverage. The payments required are based solely upon the value of the System or service, and not on the value of your real or personal property or data, or the property of others located in or on the Premises. We make no guarantee or warranty, including an implied warranty of merchantability or fitness, that the System or service will prevent or avoid occurrences or the consequences of occurrences that the System or service is designed to detect or avert. You understand that it is impractical and extremely difficult to determine in advance (a) the value of your real or personal property or data, or the property of others kept on the Premises, that may be lost, stolen, or damaged if the System or service does not operate properly; (b) the response time of the Monitoring Center, emergency personnel, or guard service, if any; (c) what portion, if any, of a loss, damage, personal injury, or death would be proximately caused by our failure to perform or our active or passive negligence; or (d) whether a camera or access control system, if any, would detect or prevent unauthorized intrusions or activities.

9.2. Amount of Liability. If we, our agents, or employees are found liable for loss, damage, or injury of any kind whatsoever from our failure to perform any of our obligations under this Agreement; failure of the System, equipment, or service in any manner; breach of warranty; subrogation; tort; or our active or passive negligence, then our liability is limited to a sum equal to the total annual monitoring fees at the time of the incident or \$1,500, whichever is greater. This is not a penalty. This is your only remedy regardless of the legal theory used to find the Monitoring Center or us liable.

9.3. More Protection. You may obtain a higher limitation of liability by paying an additional charge. If you elect this option, a rider will be attached to this Agreement stating the terms, conditions, and amount of the limited liability and the additional charge. Even if a rider is provided to you, we are not your insurer.

10. False Alarms. If you cause an excessive number of false alarms through carelessness or malicious or accidental use of the System, or if you in any manner misuse or abuse the System, your conduct is a material breach of contract. After giving you ten-days written notice, we may at our option, in addition to all other legal remedies, terminate this Agreement. You are solely responsible for all false alarm fines, penalties, or fees, including charges from a private guard service, if any, whether assessed against you or us.

11. Alarm Signal Transmission Methods. If cellular or radio service is used as your primary or secondary transmission method, then the System's communicator is connected to a cellular or radio network. The use of radio frequencies is controlled by the Federal Communications Commission ("FCC"), and changes in FCC rules, regulations, and policies may necessitate discontinuing transmissions. You must pay all monthly service charges connecting the Premises to our Monitoring Center. Radio or cellular transmissions are subject to topographical and environmental conditions, including power failures and electrical storms, that are totally beyond our control. Service may also be limited based on available coverage, carrier, or third-party related issues.

12. Interruption, Suspension, or Cancellation of Service. We are not liable for any delay in monitoring or service of the System, for the consequences of delay, or for any interruption of operation because of floods; storms; earthquakes; fire; power failures; strikes; riots; war, declared or undeclared; terrorism; insurrection; interruption or unavailability of telephone, cellular, cable, radio, Internet, or other transmission services; acts of God; or for any other cause beyond our control, regardless of cause or origin. We are not required to provide monitoring or other services to you while any of these causes exist. If services are suspended for these reasons, you must continue to pay

under the terms of this Agreement. If the Monitoring Center or the Premises or equipment are destroyed by fire or other catastrophe, are so substantially damaged that it is impractical to continue service, or if the Monitoring Center or we are unable to render service, this Agreement will be suspended without notice.

13. Audible Alarm Shut Off. If your System has an audible alarm, we will enable a device that automatically shuts off the audible alarm after it has sounded for not more than ten minutes after the first activation; but no automatic shut-off for fire devices is allowed.

14. Delay in Installation; Interruption of Service. We are not liable for any delay in the installation or service of the System, for the consequences of delay, or for any interruption of operation because of floods; storms; earthquakes; fire; power failures; strikes; riots; war, declared or undeclared; terrorism; insurrection; interruption or unavailability of telephone, cellular, cable, radio, Internet, or other transmission services; acts of God; or for any other cause beyond our control, regardless of cause or origin. We are not required to provide installation, repair, or any other services to you while any of these causes exist.

15. Acceptance of Installation. After the System is installed, we will inspect the System together. Any error or omission in the design, construction, or installation of the System must be brought to our attention in writing within 15 days after completion of installation. After 15 days, the installation is totally satisfactory to and accepted by you.

16. Your Duties as to Use of System; Battery and Device Replacement; Monitoring or System Permits.

16.1. Test. Immediately before securing the Premises, you or others using the System must carefully and properly set the System. You must properly test the System *at least* monthly during the term of this Agreement. If the System does not operate properly or if there is a power failure or other interruption at the Premises, you must notify us immediately.

16.2. Batteries. If your System uses wireless battery-operated devices, you must replace the batteries when the System emits a low-battery signal or *at least* every two years. You may also call us and we will replace the batteries at your expense at our then current rates for parts and labor. If you fail to replace the batteries, or if the batteries are low or dead, the System will not function properly.

16.3. Carbon Monoxide Detectors. If you have carbon monoxide detectors, you must replace them *at least* every three years.

16.4. Changes. You must immediately notify us of any changes to the Premises or to any fixtures, furniture, or equipment. You must immediately notify us of any changes to your telephone service, including the installation of DSL, BPL, Voice over Internet Protocol ("VoIP"), or other Internet-based telephone service.

16.5. Power. You must provide 24-hour electrical service and electrical outlets for the System.

16.6. Permits. Monitoring may be subject to permit fees. If required, obtaining and maintaining an alarm permit is your sole responsibility. You are solely responsible for paying for all monitoring, alarm, or system permits, licenses, or fees imposed by authorities having jurisdiction necessary for the use and operation of the System, and all other charges or fees imposed. You are solely responsible for determining whether the city, county, or governmental subdivision in which the Premises are located has or may later have statutes or ordinances requiring that you obtain and maintain a license or permit for the System.

16.7. Notification. Unless you have a valid alarm-user permit or license, which must be kept current and active as required, certain emergency personnel will not respond to an alarm signal. In order to request an emergency response, we must know your permit number. **Until you obtain, at your expense, all necessary permits or licenses, and provide us with the license or permit number, we may not be able to notify emergency personnel of an alarm.**

17. Change in Ownership of Premises. Moving from the Premises does not relieve you of your obligations under this Agreement.

18. Assignment; Rights of Subcontractors. We may assign this Agreement to any person or entity without notice to you. You shall not assign or otherwise transfer this Agreement without our prior, written consent. We may subcontract any of the work or services to be performed under this Agreement, including monitoring, without notice to you. You acknowledge that this Agreement, especially Paragraphs 8, 9, and 23, protects the Monitoring Center and our other subcontractors in the same way that those paragraphs protect us.

19. Default; Interest; Reactivation.

19.1. Default. Any of the following constitute your default under this Agreement: (a) failure to pay any amount provided in this Agreement within ten days after the same is due; (b) failure to communicate or cooperate with us; (c) failure to perform any other obligations under this Agreement within ten days after written request; (d) failure to timely and properly inspect and test your System; or (e) you become a debtor in a bankruptcy proceeding. If you default, we may discontinue all services upon ten days' written notice to you and accelerate and recover all amounts to become due under this Agreement, as well as all other sums to which we are entitled. **For fire systems, we may report your failure to inspect and test your System, or lack of System monitoring to the proper authority.**

19.2. Interest. If any payment due is more than ten days late, you will pay simple interest on each past due payment in the amount of 18% per year calculated on a 360-day year [periodic rate of 1.5% per month or the maximum amount allowed by law] until the balance is paid in full. You will pay a service charge of \$25 for each returned check.

19.3. Reactivation. If we discontinue service for any reason and you desire to reactivate the service, reactivation is subject to our then-current reactivation fee and payment of all past due amounts. If the System cannot be reactivated remotely, and a service call is required, you must also pay us our then current and applicable rates for parts and labor.

20. Change in Rates.

20.1. Our Right to Increase; Your Right to Cancel. We may increase the monitoring or service fees at any time after the expiration of the initial term of this Agreement, but not more than once in any 12-month period, and upon giving you written notice in 30 days in advance of the effective date of the increase. If you do not want to pay the increased charge, you may cancel the then unexpired term of this Agreement by notifying us in writing 30 days before the effective date of the increase.

20.2. Taxes, Charges, and Fees. We may increase the monitoring or service fees at any time to reflect increases in federal, state, and local taxes; utility charges, including telephone charges; municipal fees and charges; and any other similar charges which relate to the services provided under this Agreement that are imposed on us. By signing this Agreement, you agree to pay all increases made under this paragraph.

21. Credit Investigation. You (and any guarantor) authorize us to conduct credit investigations from time to time to determine your (and any guarantor's) credit worthiness.

22. Notices. All notices regarding this Agreement must be in writing and may be served by personal delivery; by a reputable overnight carrier with all delivery charges provided for; or by certified mail, return-receipt requested, and regular mail, with postage prepaid, to the addresses set forth in this Agreement or to any other address provided by one party to the other from time to time in writing.

23. Third-Party Indemnification; Subrogation. You shall immediately defend and indemnify us against all claims brought by others, including personal injury, tort, negligence, property damage, or death. This indemnity applies to all claims regardless of cause, including our or the System's performance or failure to perform; defects in products, design, installation, activation, or service; negligence; tort; warranty; contribution; indemnification; or strict products liability. So far as permitted by your liability or property insurance policy, you release us from all claims, whether the claims are made by or through you, including your insurance company or other parties, and you shall defend and indemnify us from all claims. You must notify your insurance company of these terms. This paragraph does not apply to claims for loss or damage solely and directly caused by an employee of Company or Monitoring Center while on the Premises.

24. Time to Bring Suit; Venue; Governing Law. Any lawsuit or other legal proceeding arising out of or relating to this Agreement, whether based upon contract, tort, negligence, or otherwise, must be brought no later than one year after the claim arises. This Agreement is made and entered into in Calaveras County, California. Any legal proceeding arising out of or relating to this Agreement must be brought in Calaveras County. California law applies to this Agreement regardless of choice-of-law rules.

25. Entire Agreement. This Agreement is the final expression of and sets forth the entire agreement between the parties. No other agreements, representations, or warranties, express or implied, oral or written, have been made by any party to the other with respect to this Agreement. All prior and contemporaneous conversations, negotiations, and warranties are not relied upon and are waived. This Agreement supersedes and replaces all prior oral or written agreements or understandings between the parties. This is an integrated agreement. This Agreement cannot be changed orally, and all changes must be in writing signed by authorized representatives of both parties. If there is any conflict between this Agreement and your purchase order or other document delivered to us, this Agreement governs whether the purchase order or document is delivered before or after this Agreement is fully signed.

26. Enforceability; Waiver. If any part of this Agreement is void, the remaining portions of the Agreement remain enforceable. No waiver of a breach of any term or condition of this Agreement is a waiver of any succeeding breach.

27. Authorized Signatories; Duplicate. The individuals executing this Agreement are authorized signatories and have the full power to enter into this Agreement, and make the representations and warranties in this Agreement, which may be delivered by facsimile or electronic means.

28. Licensing. Alarm Company Operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, California 95834. Contractors are required by law to be licensed and regulated by the Contractors' State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten years of the date of the alleged violation. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information, visit CSLB's web site at www.cslb.ca.gov, call CSLB at (800) 321- CSLB (2752), or write to CSLB at P.O. Box 26000, Sacramento, CA 95826

ACCEPTANCE

The prices, specifications, and conditions in this Agreement are satisfactory. **You understand, approve, and accept this Agreement, in particular Paragraphs 8, 9, and 23, which set forth our maximum liability if there is any loss or damage to you or any third party.** You understand that you may obtain a higher liability limit by paying an additional charge. You received a completed copy of this Agreement and, if you are a residential customer, two copies of the Notice of Right to Cancel. **You were advised that there are additional, different, or higher levels of protection and service available. The services provided are based upon your specific request, approval, and cost considerations, for which you must hold us harmless.**

WARNING: Various System components or products may contain lead or other chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.

IF SIGNED ELECTRONICALLY: You agree that your electronic signature, whether digital or encrypted, is intended to authenticate such signature and give rise to a valid, enforceable, and fully effective agreement.

<p>YOU:</p> <p>10/18/2021 10:46 AM PDT</p> <p>Date _____</p> <p>Your Signature DocuSigned by: <i>Lisa Donaldson</i> 52BC755A132441E Your Name _____</p>	<p>SIGNAL SERVICE, INC.</p> <p>10/11/2021 10:58 AM PDT</p> <p>Date _____</p> <p>Authorized Representative Signature DocuSigned by: <i>Andy Wilson</i> 23102AE2FE9349E Authorized Representative Name _____</p>
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Unless we either (1) approve it in writing by an authorized company representative, or (2) begin services, this Agreement is not binding upon us. If we do not approve the Agreement, our sole liability is to refund the amount paid to us when you signed the Agreement. Not receiving a copy signed by us does not make this Agreement unenforceable.



ACO-3797

Proposal for the Installation and Lease of a System

CUSTOMER INFORMATION

RUSD-Marina Village Middle School
 1901 Francisco Drive
 El Dorado Hills
 (916) 933-3993

Job Contact:

Billing Contact: RUSD
 2390 Bass Lake Rd
 Rescue Ca 95672
 (530) 672-4803

PROPOSAL

Proposal No. AAAQ8746
 Proposal Date: 10/4/2021
 Prepared By: Andrew Wilson
 Phone: 800-983-5300
 Fax: 209-736-9301
 andy@signalserviceinc.com

SCOPE OF WORK:

Page 1 of 3

Virtual Keypad Premium Burglar Alarm Upgrade
 Remove existing Bosch 9412 burglar alarm control panel, standard keypad and control panel batteries
 Install DMP XR150 burglar alarm control panel, prox reading keypad and control panel batteries
 Install cellular communicator.
 Install popit interface module
 Attach existing protection
 Build central station records
 Move burglar alarm monitoring to Signal Service central station
 No central station burglar alarm monitoring fee will be charged by Signal Service until current (1) year contract with SBS expires. At that time central station fire monitoring fee of \$34.00 per month will be added
 Owner can cancel the phone line currently supporting the fire panel
 Proposal includes initial spot inspection of 10% of systems approx. 100 devices
 Provide a written T&M estimate if any existing devices need repair or replacement
 Signal Service is available to perform system wide test & inspection on a T&M basis
 Keyfobs are \$10.00 ea and are not included in this proposal

Qty	Item	Location
1	Control Panel,digital dialer,network,lg grey encl	Control panel
1	Cellular Communicator, XR150/550 panels, Verizon	Cellular communicator
1	Module Popit Interface XR20/XR200	Popit module
2	Battery - 12VDC 7AH sealed lead	Control panel batteries
1	Keypad Prox Reader	Prox reading keypad
1	Enclosure Lock DMP	Panel Kit Component
1	Cellular, Entre Communication	\$36.00
1	Entre CS Client, monthly service charge	\$40.00
1	'Arm Disarm', no User Mgmnt	\$8.00



Qty	Item	Location
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Total proposed installation and recurring monthly amounts are shown on the following page.



Proposal No. AAAQ8746

Page 3 of 3

Installation Charge

Installation: \$1,980.05

Discount: 0.00

Total Installation Charge: \$1,980.05

Monthly Service Charge

Services: \$84.00

Equipment Lease: \$20.00

Total Monthly Charge: \$104.00

PROPOSAL PRICES ARE VALID FOR 60 DAYS

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby accepted.

DocuSigned by:

Lisa Donaldson

02BC755A132441E...

Signature

(Title)

10/18/2021 | 10:46 AM PDT

Date Signed

DocuSigned by:

Andy Wilson

02BC755A132441E...

Signature

(Title)

10/11/2021 | 10:58 AM PDT

Date Signed



ACO 3797

SIGNAL SERVICE, INC.
 1211 S. Main Street / P.O. Box 597 Angels Camp, California 95222
 Voice: (800) 983-5300 • Fax: (209) 736-9301
 www.signalserviceinc.com

C10 634458

COMMERCIAL LEASE INSTALLATION, MONITORING, SERVICE, & INSPECTION AGREEMENT

Certificate of Insurance Required by Customer

SYSTEM TYPE:	<input type="checkbox"/> Access Control	<input type="checkbox"/> Intrusion	<input checked="" type="checkbox"/> Fire	<input type="checkbox"/> Camera/Video	<input type="checkbox"/> Elevator
COMMUNICATION TYPE:	<input type="checkbox"/> Cellular, Basic	<input type="checkbox"/> Cellular, Premium	<input checked="" type="checkbox"/> Cellular, Fire	<input type="checkbox"/> Network	<input type="checkbox"/> Phone Line
SERVICE LEVEL:	<input checked="" type="checkbox"/> Standard	<input type="checkbox"/> Extended Warranty			
SERVICES:	<input type="checkbox"/> Remote Access, Basic	<input type="checkbox"/> Remote Access, Premium	<input type="checkbox"/> ENTRE	<input type="checkbox"/> Daily Test Timer	<input type="checkbox"/> Camera App
INSPECTIONS:	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Annual	<input type="checkbox"/> Biennial	<input checked="" type="checkbox"/> Insp Decline

See attached quote AAAQ8733 for additional details.

PREMISES ADDRESS:	2540 Green Valley Rd, Rescue, CA 95672	
CONTACT PERSON:		
Tel: (530) 672-4400	Mobile:	Email:
BILLING INFORMATION:	RUSD,	2390 Bass Lake Rd, Rescue, Ca 95672
Tel: (530) 672-4803	Mobile:	Email:
SUBSCRIBER:	RUSD-Pleasant Grove Middle School	
Tel: (530) 672-4400	Mobile:	Email:

This Commercial Lease, Monitoring, Service, & Inspection Agreement is entered into on 10/4/2021, by and between RUSD-Pleasant Grove Middle School ("you," "your"), and Signal Service, Inc., a California corporation ("we," "us," "our," and "Company").

1. Term. The original term of this Agreement is **60** months. This Agreement will automatically renew for successive two-year periods, unless either party notifies the other in writing of its intent to terminate no less than 30 days before the expiration of the original period or subsequent renewal period.

2. Monitoring Services.

2.1. Services Description. We will provide the services described above. **You chose the monitoring service and agreed that the chosen service meets your needs. Additional, different, or higher levels of protection and service were discussed with you and are available from us at an additional cost.** The signals or images, if any, from the system (the "System") located at the premises identified above ("the Premises") are monitored at our monitoring center or an independent monitoring center ("Monitoring Center") that we select. If the System is removed for any reason, we are not obligated to restore the Premises to its original condition or to redecorate the Premises.

2.2. Monitoring Payment. You will pay us **\$46** per month, paid quarterly in advance on the first day of the month following the month in which services begin, commencing on the date listed above. You must pay the prorated fees for the month in which monitoring services begin. Your payments as shown above do not include any applicable tax. If any taxes are due, you must pay the tax in addition to your monthly payments.

3. Installation of Lease Equipment.

3.1. Installation Description. We will install, or cause to be installed, the equipment. All equipment and other items, including our yard signs and window stickers, will always remain our property and may be removed by us at any time.

3.2. Installation Contract Price; Down Payment. The installation contract price is **\$ 854.85**, which does not include electrical work or asbestos abatement. **The down payment for the installation contract price is \$0.00, which will NOT exceed \$1,000.00 or 10% of the installation contract price.** You will pay us, our agents, or assigns this contract price for all installation, labor, services, equipment, or materials to be provided or installed under this Agreement. You must not hold back or delay payment because of inclement or lack of suitable weather, while waiting for official building inspections, or for any other reason.

3.3. Start Date. Delivery of equipment to our offices so that System installation may begin or starting the installation of wiring at the Premises constitutes substantial commencement of the work to be performed under this Agreement. Upon completion of a fire System installation, we will provide you with all documents required by the authority having jurisdiction and applicable law, unless otherwise indicated below. After completing installation, we will thoroughly instruct you on the proper use of the System.

4. Inspection Services and Payment.

4.1. Services Description. If you opt to enroll in our recurring inspection services program, we will provide the inspection services as described in the attached Schedule of Protection. Unless otherwise noted in the attached Schedule of Protection, the inspection services will consist of us testing your System components to ensure proper working order and will be performed to meet the minimum requirements of the applicable code. If UL certified, the inspection will comply with UL requirements. We will notify you in advance of scheduled inspection date; however, it is your responsibility to either permit access on that date or reschedule if needed. Our inspection service ensures only that components are in proper working order at the time of inspection. Our inspection services do not include repairs.

4.2. Payment. You will pay us in advance for the term of this Agreement, for the inspection services described above.

5. Finance Charge. There is no finance charge or similar cost for any of the services provided under this Agreement.

6. Service and Repair.

6.1. Repair; Hours. Please call the number at the top of this Agreement for service and repair. Service and repair are included for company-owned equipment and includes all parts and labor. Service or repair is provided Monday through Friday, excluding holidays, between the hours of 8:00 a.m. and 4:00 p.m. A responsible adult must be at the Premises at the time of the service call. Emergency service is available at all other times at our then current premium labor rate and trip charge. **Payment must be made upon completion of work.**

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equipment. The replacement equipment may have a higher or lower selling price than the original equipment you have. We may program, alter, or repair the System remotely.

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7.1. Title; Security Interest. You understand that we are providing the System as part of our service; that we hold sole title to the System, including all components and communicators, yard signs, and window stickers at all times; and that they may be removed by us at any time. When the installation is complete, you will hold title to the wire, cable, and conduit only. You must not damage, lien, encumber, or dispose of any part of the System or permit the System to be damaged, encumbered, removed, tampered with, or repaired by anyone other than us. Installation of the System does not create a fixture to the Premises. By this Agreement, you grant us a security interest in the System and, if we need to perfect the interest, you will comply with all reasonable requests. If you do not own the Premises, you must obtain the written consent of the owner for the installation, removal, or abandonment of the System.

7.2. Risk of Loss; Insurance. You bear the entire risk of loss for the System once installation begins. You must maintain all risk insurance for damage to or loss of the System and all its components at your expense. You must name us as a loss payee on all insurance policies. If the System or any part of it is damaged or lost, you must pay us the reasonable value of the System or the cost of repair, which we will decide in our reasonable discretion.

7.3. Removal of System. When this Agreement expires or is terminated, or if you default, you must allow us to immediately enter the Premises and remove or deactivate all or any part of the System. You must return the System to us in good condition, except for reasonable wear and tear. We are not required to remove all or any part of the System, and we may elect to disable or abandon all or any part of the System. Removing, disabling, or abandoning the System is without prejudice to the collection of all sums due under this Agreement or any extensions or renewals thereof. If the System is removed for any reason, we are not obligated to restore the Premises to its original condition or to redecorate the Premises.

8. DISCLAIMER OF WARRANTIES; LIABILITY; CONSEQUENTIAL DAMAGES. Our obligation to provide the services described above arise solely from this Agreement. We do not represent or warrant that the System or service will not be compromised or by-passed; that it will detect or prevent all burglaries, hold-ups, personal emergencies, fires, smoke or water damage, or otherwise; or that it will in all cases provide the protection or convenience for which it was installed or intended. We, our agents, and employees make no representations or warranties, express or implied, as to any matter whatsoever, including without limitation, the condition of the equipment, its merchantability, its fitness for any particular purpose, or non-infringement or title. You did not rely on any representation or warranty, express or implied. Any information provided or promised does not create an express warranty and will be considered expressions of personal opinion only. If we were to have any liability greater than that agreed to by you in Paragraphs 8, 9, and 23 of this Agreement, we could not and would not provide the System or services, and we could not provide the System or services at the rates provided. The warranty provided in this Agreement gives you specific legal rights, and you may have other rights that vary from state-to-state. We are not liable for special, consequential, or incidental damages. Some states do not allow the exclusion or the limitation of consequential or incidental damages, so the above limitations or exclusions may not apply to you.

9. LIMITATION OF LIABILITY.

9.1. No Guarantee. We and our divisions and affiliates are not insurers of your real or personal property or data, or the personal safety or property of anyone on the Premises. This Agreement is not an insurance policy or a substitute for an insurance policy. You must obtain all property, life, health, disability, business interruption, or other necessary insurance, and recovery for losses is limited to such insurance coverage. The payments required are based solely upon the value of the System or service, and not on the value of your real or personal property or data, or the property of others located in or on the Premises. We make no guarantee or warranty, including an implied warranty of merchantability or fitness, that the System or service will prevent or avoid occurrences or the consequences of occurrences that the System or service is designed to detect or avert. You understand that it is impractical and extremely difficult to determine in advance (a) the value of your real or personal property or data, or the property of others kept on the Premises, that may be lost, stolen, or damaged if the System or service does not operate properly; (b) the response time of the Monitoring Center, emergency personnel, or guard service, if any; (c) what portion, if any, of a loss, damage, personal injury, or death would be proximately caused by our failure to perform or our active or passive negligence; or (d) whether a camera or access control system, if any, would detect or prevent unauthorized intrusions or activities.

9.2. Amount of Liability. If we, our agents, or employees are found liable for loss, damage, or injury of any kind whatsoever from our failure to perform any of our obligations under this Agreement; failure of the System, equipment, or service in any manner; breach of warranty; subrogation; tort; or our active or passive negligence, then our liability is limited to a sum equal to the total annual monitoring fees at the time of the incident or \$1,500, whichever is greater. This is not a penalty. This is your only remedy regardless of the legal theory used to find the Monitoring Center or us liable.

9.3. More Protection. You may obtain a higher limitation of liability by paying an additional charge. If you elect this option, a rider will be attached to this Agreement stating the terms, conditions, and amount of the limited liability and the additional charge. Even if a rider is provided to you, we are not your insurer.

10. False Alarms. If you cause an excessive number of false alarms through carelessness or malicious or accidental use of the System, or if you in any manner misuse or abuse the System, your conduct is a material breach of contract. After giving you ten-days written notice, we may at our option, in addition to all other legal remedies, terminate this Agreement. You are solely responsible for all false alarm fines, penalties, or fees, including charges from a private guard service, if any, whether assessed against you or us.

11. Alarm Signal Transmission Methods. If cellular or radio service is used as your primary or secondary transmission method, then the System's communicator is connected to a cellular or radio network. The use of radio frequencies is controlled by the Federal Communications Commission ("FCC"), and changes in FCC rules, regulations, and policies may necessitate discontinuing transmissions. You must pay all monthly service charges connecting the Premises to our Monitoring Center. Radio or cellular transmissions are subject to topographical and environmental conditions, including power failures and electrical storms, that are totally beyond our control. Service may also be limited based on available coverage, carrier, or third-party related issues.

12. Interruption, Suspension, or Cancellation of Service. We are not liable for any delay in monitoring or service of the System, for the consequences of delay, or for any interruption of operation because of floods; storms; earthquakes; fire; power failures; strikes; riots; war, declared or undeclared; terrorism; insurrection; interruption or unavailability of telephone, cellular, cable, radio, Internet, or other transmission services; acts of God; or for any other cause beyond our control, regardless of cause or origin. We are not required to provide monitoring or other services to you while any of these causes exist. If services are suspended for these reasons, you must continue to pay

under the terms of this Agreement. If the Monitoring Center or the Premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or if the Monitoring Center or we are unable to render service, this Agreement will be suspended without notice.

13. Audible Alarm Shut Off. If your System has an audible alarm, we will enable a device that automatically shuts off the audible alarm after it has sounded for not more than ten minutes after the first activation; but no automatic shut-off for fire devices is allowed.

14. Delay in Installation; Interruption of Service. We are not liable for any delay in the installation or service of the System, for the consequences of delay, or for any interruption of operation because of floods; storms; earthquakes; fire; power failures; strikes; riots; war, declared or undeclared; terrorism; insurrection; interruption or unavailability of telephone, cellular, cable, radio, Internet, or other transmission services; acts of God; or for any other cause beyond our control, regardless of cause or origin. We are not required to provide installation, repair, or any other services to you while any of these causes exist.

15. Acceptance of Installation. After the System is installed, we will inspect the System together. Any error or omission in the design, construction, or installation of the System must be brought to our attention in writing within 15 days after completion of installation. After 15 days, the installation is totally satisfactory to and accepted by you.

16. Your Duties as to Use of System; Battery and Device Replacement; Monitoring or System Permits.

16.1. Test. Immediately before securing the Premises, you or others using the System must carefully and properly set the System. You must properly test the System *at least* monthly during the term of this Agreement. If the System does not operate properly or if there is a power failure or other interruption at the Premises, you must notify us immediately.

16.2. Batteries. If your System uses wireless battery-operated devices, you must replace the batteries when the System emits a low-battery signal or *at least* every two years. You may also call us and we will replace the batteries at your expense at our then current rates for parts and labor. If you fail to replace the batteries, or if the batteries are low or dead, the System will not function properly.

16.3. Carbon Monoxide Detectors. If you have carbon monoxide detectors, you must replace them *at least* every three years.

16.4. Changes. You must immediately notify us of any changes to the Premises or to any fixtures, furniture, or equipment. You must immediately notify us of any changes to your telephone service, including the installation of DSL, BPL, Voice over Internet Protocol ("VoIP"), or other Internet-based telephone service.

16.5. Power. You must provide 24-hour electrical service and electrical outlets for the System.

16.6. Permits. Monitoring may be subject to permit fees. If required, obtaining and maintaining an alarm permit is your sole responsibility. You are solely responsible for paying for all monitoring, alarm, or system permits, licenses, or fees imposed by authorities having jurisdiction necessary for the use and operation of the System, and all other charges or fees imposed. You are solely responsible for determining whether the city, county, or governmental subdivision in which the Premises are located has or may later have statutes or ordinances requiring that you obtain and maintain a license or permit for the System.

16.7. Notification. Unless you have a valid alarm-user permit or license, which must be kept current and active as required, certain emergency personnel will not respond to an alarm signal. In order to request an emergency response, we must know your permit number. **Until you obtain, at your expense, all necessary permits or licenses, and provide us with the license or permit number, we may not be able to notify emergency personnel of an alarm.**

17. Change in Ownership of Premises. Moving from the Premises does not relieve you of your obligations under this Agreement.

18. Assignment; Rights of Subcontractors. We may assign this Agreement to any person or entity without notice to you. You shall not assign or otherwise transfer this Agreement without our prior, written consent. We may subcontract any of the work or services to be performed under this Agreement, including monitoring, without notice to you. You acknowledge that this Agreement, especially Paragraphs 8, 9, and 23, protects the Monitoring Center and our other subcontractors in the same way that those paragraphs protect us.

19. Default; Interest; Reactivation.

19.1. Default. Any of the following constitute your default under this Agreement: (a) failure to pay any amount provided in this Agreement within ten days after the same is due; (b) failure to communicate or cooperate with us; (c) failure to perform any other obligations under this Agreement within ten days after written request; (d) failure to timely and properly inspect and test your System; or (e) you become a debtor in a bankruptcy proceeding. If you default, we may discontinue all services upon ten days' written notice to you and accelerate and recover all amounts to become due under this Agreement, as well as all other sums to which we are entitled. **For fire systems, we may report your failure to inspect and test your System, or lack of System monitoring to the proper authority.**

19.2. Interest. If any payment due is more than ten days late, you will pay simple interest on each past due payment in the amount of 18% per year calculated on a 360-day year [periodic rate of 1.5% per month or the maximum amount allowed by law] until the balance is paid in full. You will pay a service charge of \$25 for each returned check.

19.3. Reactivation. If we discontinue service for any reason and you desire to reactivate the service, reactivation is subject to our then-current reactivation fee and payment of all past due amounts. If the System cannot be reactivated remotely, and a service call is required, you must also pay us our then current and applicable rates for parts and labor.

20. Change in Rates.

20.1. Our Right to Increase; Your Right to Cancel. We may increase the monitoring or service fees at any time after the expiration of the initial term of this Agreement, but not more than once in any 12-month period, and upon giving you written notice in 30 days in advance of the effective date of the increase. If you do not want to pay the increased charge, you may cancel the then unexpired term of this Agreement by notifying us in writing 30 days before the effective date of the increase.

20.2. Taxes, Charges, and Fees. We may increase the monitoring or service fees at any time to reflect increases in federal, state, and local taxes; utility charges, including telephone charges; municipal fees and charges; and any other similar charges which relate to the services provided under this Agreement that are imposed on us. By signing this Agreement, you agree to pay all increases made under this paragraph.

21. Credit Investigation. You (and any guarantor) authorize us to conduct credit investigations from time to time to determine your (and any guarantor's) credit worthiness.

22. Notices. All notices regarding this Agreement must be in writing and may be served by personal delivery; by a reputable overnight carrier with all delivery charges provided for; or by certified mail, return-receipt requested, and regular mail, with postage prepaid, to the addresses set forth in this Agreement or to any other address provided by one party to the other from time to time in writing.

23. Third-Party Indemnification; Subrogation. You shall immediately defend and indemnify us against all claims brought by others, including personal injury, tort, negligence, property damage, or death. This indemnity applies to all claims regardless of cause, including our or the System's performance or failure to perform; defects in products, design, installation, activation, or service; negligence; tort; warranty; contribution; indemnification; or strict products liability. So far as permitted by your liability or property insurance policy, you release us from all claims, whether the claims are made by or through you, including your insurance company or other parties, and you shall defend and indemnify us from all claims. You must notify your insurance company of these terms. This paragraph does not apply to claims for loss or damage solely and directly caused by an employee of Company or Monitoring Center while on the Premises.

24. Time to Bring Suit; Venue; Governing Law. Any lawsuit or other legal proceeding arising out of or relating to this Agreement, whether based upon contract, tort, negligence, or otherwise, must be brought no later than one year after the claim arises. This Agreement is made and entered into in Calaveras County, California. Any legal proceeding arising out of or relating to this Agreement must be brought in Calaveras County. California law applies to this Agreement regardless of choice-of-law rules.

25. Entire Agreement. This Agreement is the final expression of and sets forth the entire agreement between the parties. No other agreements, representations, or warranties, express or implied, oral or written, have been made by any party to the other with respect to this Agreement. All prior and contemporaneous conversations, negotiations, and warranties are not relied upon and are waived. This Agreement supersedes and replaces all prior oral or written agreements or understandings between the parties. This is an integrated agreement. This Agreement cannot be changed orally, and all changes must be in writing signed by authorized representatives of both parties. If there is any conflict between this Agreement and your purchase order or other document delivered to us, this Agreement governs whether the purchase order or document is delivered before or after this Agreement is fully signed.

26. Enforceability; Waiver. If any part of this Agreement is void, the remaining portions of the Agreement remain enforceable. No waiver of a breach of any term or condition of this Agreement is a waiver of any succeeding breach.

27. Authorized Signatories; Duplicate. The individuals executing this Agreement are authorized signatories and have the full power to enter into this Agreement, and make the representations and warranties in this Agreement, which may be delivered by facsimile or electronic means.

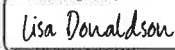
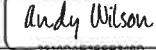
28. Licensing. Alarm Company Operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, California 95834. Contractors are required by law to be licensed and regulated by the Contractors' State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten years of the date of the alleged violation. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information, visit CSLB's web site at www.cslb.ca.gov, call CSLB at (800) 321- CSLB (2752), or write to CSLB at P.O. Box 26000, Sacramento, CA 95826

ACCEPTANCE

The prices, specifications, and conditions in this Agreement are satisfactory. **You understand, approve, and accept this Agreement, in particular Paragraphs 8, 9, and 23, which set forth our maximum liability if there is any loss or damage to you or any third party.** You understand that you may obtain a higher liability limit by paying an additional charge. You received a completed copy of this Agreement and, if you are a residential customer, two copies of the Notice of Right to Cancel. **You were advised that there are additional, different, or higher levels of protection and service available. The services provided are based upon your specific request, approval, and cost considerations, for which you must hold us harmless.**

WARNING: Various System components or products may contain lead or other chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.

IF SIGNED ELECTRONICALLY: You agree that your electronic signature, whether digital or encrypted, is intended to authenticate such signature and give rise to a valid, enforceable, and fully effective agreement.

<p>YOU:</p> <p>10/18/2021 10:47 AM PDT</p> <p>Date _____</p> <p>Your Signature _____</p> <p>DocuSigned by:  Your Name _____</p>	<p>SIGNAL SERVICE, INC.</p> <p>10/11/2021 11:13 AM PDT</p> <p>Date _____</p> <p>Authorized Representative Signature _____</p> <p>DocuSigned by:  Authorized Representative Name _____</p>
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Unless we either (1) approve it in writing by an authorized company representative, or (2) begin services, this Agreement is not binding upon us. If we do not approve the Agreement, our sole liability is to refund the amount paid to us when you signed the Agreement. Not receiving a copy signed by us does not make this Agreement unenforceable.



ACO-3797

Proposal for the Installation and Lease of a System

CUSTOMER INFORMATION

RUSD-Pleasant Grove Middle School
2540 Green Valley Rd
Rescue
(530) 672-4400

Job Contact:

Billing Contact: RUSD

2390 Bass Lake Rd
Rescue Ca 95672
(530) 672-4803

PROPOSAL

Proposal No. AAAQ8733
Proposal Date: 10/4/2021
Prepared By: Andrew Wilson
Phone: 800-983-5300
Fax: 209-736-9301
andy@signalserviceinc.com

SCOPE OF WORK:

Page 1 of 2

Fire Alarm: Gamewell FCI E3
Install California Fire Marshal approved cellular communicator.
Build central station records
Move fire alarm monitoring to Signal Service central station
No central station fire alarm monitoring fee will be charged by Signal Service until current (1) year contract with SBS expires. At that time central station fire monitoring fee of \$34.00 per month will be added
Owner can cancel the two (2) phone lines currently supporting the fire panel
Owner to submit fire plan to DSA
Proposal includes initial spot inspection of 10% of systems approx. 100 devices
Signal Service is available to perform system wide test & inspection on a T&M basis and provide Certificate of Inspection

Qty	Item	Location
1	Cellular Communicator, Slave, Verizon LTE	CFM approved cellular communicator
1	UL Primary Fire, 58 minute check in	\$36.00 AT&T / Verizon cellular fee-commercial fire

Total proposed installation and recurring monthly amounts are shown on the following page.



Proposal No. AAAQ8733

Page 2 of 2

Installation Charge

Installation: \$854.85

Discount: 0.00

Total Installation Charge: \$854.85

Monthly Service Charge

Services: \$36.00

Equipment Lease: \$10.00

Total Monthly Charge: \$46.00

PROPOSAL PRICES ARE VALID FOR 60 DAYS

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby accepted.

DocuSigned by:

Lisa Donaldson

6266755A132441E...

Signature _____ (Title)

10/18/2021 | 10:47 AM PDT

Date Signed

DocuSigned by:

Andy Wilson

2310D1E2FEB349D...

Signature _____ (Title)

10/11/2021 | 11:13 AM PDT

Date Signed



ACO 3797

SIGNAL SERVICE, INC.

C10 634458

1211 S. Main Street / P.O. Box 597 Angels Camp, California 95222

Voice: (800) 983-5300 • Fax: (209) 736-9301

www.signalserviceinc.com

COMMERCIAL LEASE INSTALLATION, MONITORING, SERVICE, & INSPECTION AGREEMENT

Certificate of Insurance Required by Customer

SYSTEM TYPE:	<input type="checkbox"/> Access Control	<input checked="" type="checkbox"/> Intrusion	<input type="checkbox"/> Fire	<input type="checkbox"/> Camera/Video	<input type="checkbox"/> Elevator
COMMUNICATION TYPE:	<input type="checkbox"/> Cellular, Basic	<input checked="" type="checkbox"/> Cellular, Premium	<input type="checkbox"/> Cellular, Fire	<input type="checkbox"/> Network	<input type="checkbox"/> Phone Line
SERVICE LEVEL:	<input checked="" type="checkbox"/> Standard	<input type="checkbox"/> Extended Warranty			
SERVICES:	<input type="checkbox"/> Remote Access, Basic	<input checked="" type="checkbox"/> Remote Access, Premium	<input type="checkbox"/> ENTRE	<input type="checkbox"/> Daily Test Timer	<input type="checkbox"/> Camera App
INSPECTIONS:	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Annual	<input type="checkbox"/> Biennial	<input checked="" type="checkbox"/> Insp Decline

See attached quote AAAQ8747 for additional details.

PREMISES ADDRESS: 2540 Green Valley Rd, Rescue, CA 95672

CONTACT PERSON:

Tel: (530) 672-4400

Mobile:

Email:

BILLING INFORMATION:

RUSD,

2390 Bass Lake Rd,

REscue, Ca 95672

Tel: (530) 672-4803

Mobile:

Email:

SUBSCRIBER:

RUSD-Pleasant Grove Middle

School

Tel: (530) 672-4400

Mobile:

Email:

This Commercial Lease, Monitoring, Service, & Inspection Agreement is entered into on **10/4/2021**, by and between **RUSD-Pleasant Grove Middle School** ("you," "your"), and Signal Service, Inc., a California corporation ("we," "us," "our," and "Company").

1. Term. The original term of this Agreement is **60** months. This Agreement will automatically renew for successive two-year periods, unless either party notifies the other in writing of its intent to terminate no less than 30 days before the expiration of the original period or subsequent renewal period.

2. Monitoring Services.

2.1. Services Description. We will provide the services described above. **You chose the monitoring service and agreed that the chosen service meets your needs. Additional, different, or higher levels of protection and service were discussed with you and are available from us at an additional cost.** The signals or images, if any, from the system (the "System") located at the premises identified above ("the Premises") are monitored at our monitoring center or an independent monitoring center ("Monitoring Center") that we select. If the System is removed for any reason, we are not obligated to restore the Premises to its original condition or to redecorate the Premises.

2.2. Monitoring Payment. You will pay us **\$104** per month, paid quarterly in advance on the first day of the month following the month in which services begin, commencing on the date listed above. You must pay the prorated fees for the month in which monitoring services begin. Your payments as shown above do not include any applicable tax. If any taxes are due, you must pay the tax in addition to your monthly payments.

3. Installation of Lease Equipment.

3.1. Installation Description. We will install, or cause to be installed, the equipment. All equipment and other items, including our yard signs and window stickers, will always remain our property and may be removed by us at any time.

3.2. Installation Contract Price; Down Payment. The installation contract price is \$ **1980.05**, which does not include electrical work or asbestos abatement. **The down payment for the installation contract price is \$0.00, which will NOT exceed \$1,000.00 or 10% of the installation contract price.** You will pay us, our agents, or assigns this contract price for all installation, labor, services, equipment, or materials to be provided or installed under this Agreement. You must not hold back or delay payment because of inclement or lack of suitable weather, while waiting for official building inspections, or for any other reason.

3.3. Start Date. Delivery of equipment to our offices so that System installation may begin or starting the installation of wiring at the Premises constitutes substantial commencement of the work to be performed under this Agreement. Upon completion of a fire System installation, we will provide you with all documents required by the authority having jurisdiction and applicable law, unless otherwise indicated below. After completing installation, we will thoroughly instruct you on the proper use of the System.

4. Inspection Services and Payment.

4.1. Services Description. If you opt to enroll in our recurring inspection services program, we will provide the inspection services as described in the attached Schedule of Protection. Unless otherwise noted in the attached Schedule of Protection, the inspection services will consist of us testing your System components to ensure proper working order and will be performed to meet the minimum requirements of the applicable code. If UL certified, the inspection will comply with UL requirements. We will notify you in advance of scheduled inspection date; however, it is your responsibility to either permit access on that date or reschedule if needed. Our inspection service ensures only that components are in proper working order at the time of inspection. Our inspection services do not include repairs.

4.2. Payment. You will pay us in advance for the term of this Agreement, for the inspection services described above.

5. Finance Charge. There is no finance charge or similar cost for any of the services provided under this Agreement.

6. Service and Repair.

6.1. Repair; Hours. Please call the number at the top of this Agreement for service and repair. Service and repair are included for company-owned equipment and includes all parts and labor. Service or repair is provided Monday through Friday, excluding holidays, between the hours of 8:00 a.m. and 4:00 p.m. A responsible adult must be at the Premises at the time of the service call. Emergency service is available at all other times at our then current premium labor rate and trip charge. **Payment must be made upon completion of work.**

6.2. Repair or Replace; Remote Access. We may, in our sole discretion, either repair or replace the part and may substitute new or reconditioned materials of equal quality at the time of replacement. If the repair costs exceed the replacement cost, we may replace the defective equipment with new or reconditioned equipment substantially equivalent to or with comparable features as the existing

equipment. The replacement equipment may have a higher or lower selling price than the original equipment you have. We may program, alter, or repair the System remotely.

6.3. Liability. We are not responsible for loss or damage while the System is under repair or awaiting parts. Any repair, service, replacement, or addition of equipment by us after the initial installation or programming of the System is governed by this Agreement, in particular **Paragraphs 8, 9, and 23**, which limit our liability.

7. Title to Systems; Security Interest; Risk of Loss; Removal of System.

7.1. Title; Security Interest. You understand that we are providing the System as part of our service; that we hold sole title to the System, including all components and communicators, yard signs, and window stickers at all times; and that they may be removed by us at any time. When the installation is complete, you will hold title to the wire, cable, and conduit only. You must not damage, lien, encumber, or dispose of any part of the System or permit the System to be damaged, encumbered, removed, tampered with, or repaired by anyone other than us. Installation of the System does not create a fixture to the Premises. By this Agreement, you grant us a security interest in the System and, if we need to perfect the interest, you will comply with all reasonable requests. If you do not own the Premises, you must obtain the written consent of the owner for the installation, removal, or abandonment of the System.

7.2. Risk of Loss; Insurance. You bear the entire risk of loss for the System once installation begins. You must maintain all risk insurance for damage to or loss of the System and all its components at your expense. You must name us as a loss payee on all insurance policies. If the System or any part of it is damaged or lost, you must pay us the reasonable value of the System or the cost of repair, which we will decide in our reasonable discretion.

7.3. Removal of System. When this Agreement expires or is terminated, or if you default, you must allow us to immediately enter the Premises and remove or deactivate all or any part of the System. You must return the System to us in good condition, except for reasonable wear and tear. We are not required to remove all or any part of the System, and we may elect to disable or abandon all or any part of the System. Removing, disabling, or abandoning the System is without prejudice to the collection of all sums due under this Agreement or any extensions or renewals thereof. If the System is removed for any reason, we are not obligated to restore the Premises to its original condition or to redecorate the Premises.

8. DISCLAIMER OF WARRANTIES; LIABILITY; CONSEQUENTIAL DAMAGES. Our obligation to provide the services described above arise solely from this Agreement. We do not represent or warrant that the System or service will not be compromised or by-passed; that it will detect or prevent all burglaries, hold-ups, personal emergencies, fires, smoke or water damage, or otherwise; or that it will in all cases provide the protection or convenience for which it was installed or intended. We, our agents, and employees make no representations or warranties, express or implied, as to any matter whatsoever, including without limitation, the condition of the equipment, its merchantability, its fitness for any particular purpose, or non-infringement or title. You did not rely on any representation or warranty, express or implied. Any information provided or promised does not create an express warranty and will be considered expressions of personal opinion only. If we were to have any liability greater than that agreed to by you in Paragraphs 8, 9, and 23 of this Agreement, we could not and would not provide the System or services, and we could not provide the System or services at the rates provided. The warranty provided in this Agreement gives you specific legal rights, and you may have other rights that vary from state-to-state. We are not liable for special, consequential, or incidental damages. Some states do not allow the exclusion or the limitation of consequential or incidental damages, so the above limitations or exclusions may not apply to you.

9. LIMITATION OF LIABILITY.

9.1. No Guarantee. We and our divisions and affiliates are not insurers of your real or personal property or data, or the personal safety or property of anyone on the Premises. This Agreement is not an insurance policy or a substitute for an insurance policy. You must obtain all property, life, health, disability, business interruption, or other necessary insurance, and recovery for losses is limited to such insurance coverage. The payments required are based solely upon the value of the System or service, and not on the value of your real or personal property or data, or the property of others located in or on the Premises. We make no guarantee or warranty, including an implied warranty of merchantability or fitness, that the System or service will prevent or avoid occurrences or the consequences of occurrences that the System or service is designed to detect or avert. You understand that it is impractical and extremely difficult to determine in advance (a) the value of your real or personal property or data, or the property of others kept on the Premises, that may be lost, stolen, or damaged if the System or service does not operate properly; (b) the response time of the Monitoring Center, emergency personnel, or guard service, if any; (c) what portion, if any, of a loss, damage, personal injury, or death would be proximately caused by our failure to perform or our active or passive negligence; or (d) whether a camera or access control system, if any, would detect or prevent unauthorized intrusions or activities.

9.2. Amount of Liability. If we, our agents, or employees are found liable for loss, damage, or injury of any kind whatsoever from our failure to perform any of our obligations under this Agreement; failure of the System, equipment, or service in any manner; breach of warranty; subrogation; tort; or our active or passive negligence, then our liability is limited to a sum equal to the total annual monitoring fees at the time of the incident or \$1,500, whichever is greater. This is not a penalty. This is your only remedy regardless of the legal theory used to find the Monitoring Center or us liable.

9.3. More Protection. You may obtain a higher limitation of liability by paying an additional charge. If you elect this option, a rider will be attached to this Agreement stating the terms, conditions, and amount of the limited liability and the additional charge. Even if a rider is provided to you, we are not your insurer.

10. False Alarms. If you cause an excessive number of false alarms through carelessness or malicious or accidental use of the System, or if you in any manner misuse or abuse the System, your conduct is a material breach of contract. After giving you ten-days written notice, we may at our option, in addition to all other legal remedies, terminate this Agreement. You are **solely responsible** for all false alarm fines, penalties, or fees, including charges from a private guard service, if any, whether assessed against you or us.

11. Alarm Signal Transmission Methods. If cellular or radio service is used as your primary or secondary transmission method, then the System's communicator is connected to a cellular or radio network. The use of radio frequencies is controlled by the Federal Communications Commission ("FCC"), and changes in FCC rules, regulations, and policies may necessitate discontinuing transmissions. You must pay all monthly service charges connecting the Premises to our Monitoring Center. Radio or cellular transmissions are subject to topographical and environmental conditions, including power failures and electrical storms, that are totally beyond our control. Service may also be limited based on available coverage, carrier, or third-party related issues.

12. Interruption, Suspension, or Cancellation of Service. We are not liable for any delay in monitoring or service of the System, for the consequences of delay, or for any interruption of operation because of floods; storms; earthquakes; fire; power failures; strikes; riots; war, declared or undeclared; terrorism; insurrection; interruption or unavailability of telephone, cellular, cable, radio, Internet, or other transmission services; acts of God; or for any other cause beyond our control, regardless of cause or origin. We are not required to provide monitoring or other services to you while any of these causes exist. If services are suspended for these reasons, you must continue to pay

under the terms of this Agreement. If the Monitoring Center or the Premises or equipment are destroyed by fire or other catastrophe, are so substantially damaged that it is impractical to continue service, or if the Monitoring Center or we are unable to render service, this Agreement will be suspended without notice.

13. Audible Alarm Shut Off. If your System has an audible alarm, we will enable a device that automatically shuts off the audible alarm after it has sounded for not more than ten minutes after the first activation; but no automatic shut-off for fire devices is allowed.

14. Delay in Installation; Interruption of Service. We are not liable for any delay in the installation or service of the System, for the consequences of delay, or for any interruption of operation because of floods; storms; earthquakes; fire; power failures; strikes; riots; war, declared or undeclared; terrorism; insurrection; interruption or unavailability of telephone, cellular, cable, radio, Internet, or other transmission services; acts of God; or for any other cause beyond our control, regardless of cause or origin. We are not required to provide installation, repair, or any other services to you while any of these causes exist.

15. Acceptance of Installation. After the System is installed, we will inspect the System together. Any error or omission in the design, construction, or installation of the System must be brought to our attention in writing within 15 days after completion of installation. After 15 days, the installation is totally satisfactory to and accepted by you.

16. Your Duties as to Use of System; Battery and Device Replacement; Monitoring or System Permits.

16.1. Test. Immediately before securing the Premises, you or others using the System must carefully and properly set the System. You must properly test the System *at least* monthly during the term of this Agreement. If the System does not operate properly or if there is a power failure or other interruption at the Premises, you must notify us immediately.

16.2. Batteries. If your System uses wireless battery-operated devices, you must replace the batteries when the System emits a low-battery signal or *at least* every two years. You may also call us and we will replace the batteries at your expense at our then current rates for parts and labor. If you fail to replace the batteries, or if the batteries are low or dead, the System will not function properly.

16.3. Carbon Monoxide Detectors. If you have carbon monoxide detectors, you must replace them *at least* every three years.

16.4. Changes. You must immediately notify us of any changes to the Premises or to any fixtures, furniture, or equipment. You must immediately notify us of any changes to your telephone service, including the installation of DSL, BPL, Voice over Internet Protocol ("VoIP"), or other Internet-based telephone service.

16.5. Power. You must provide 24-hour electrical service and electrical outlets for the System.

16.6. Permits. Monitoring may be subject to permit fees. If required, obtaining and maintaining an alarm permit is your sole responsibility. You are solely responsible for paying for all monitoring, alarm, or system permits, licenses, or fees imposed by authorities having jurisdiction necessary for the use and operation of the System, and all other charges or fees imposed. You are solely responsible for determining whether the city, county, or governmental subdivision in which the Premises are located has or may later have statutes or ordinances requiring that you obtain and maintain a license or permit for the System.

16.7. Notification. Unless you have a valid alarm-user permit or license, which must be kept current and active as required, certain emergency personnel will not respond to an alarm signal. In order to request an emergency response, we must know your permit number. **Until you obtain, at your expense, all necessary permits or licenses, and provide us with the license or permit number, we may not be able to notify emergency personnel of an alarm.**

17. Change in Ownership of Premises. Moving from the Premises does not relieve you of your obligations under this Agreement.

18. Assignment; Rights of Subcontractors. We may assign this Agreement to any person or entity without notice to you. You shall not assign or otherwise transfer this Agreement without our prior, written consent. We may subcontract any of the work or services to be performed under this Agreement, including monitoring, without notice to you. You acknowledge that this Agreement, especially Paragraphs 8, 9, and 23, protects the Monitoring Center and our other subcontractors in the same way that those paragraphs protect us.

19. Default; Interest; Reactivation.

19.1. Default. Any of the following constitute your default under this Agreement: (a) failure to pay any amount provided in this Agreement within ten days after the same is due; (b) failure to communicate or cooperate with us; (c) failure to perform any other obligations under this Agreement within ten days after written request; (d) failure to timely and properly inspect and test your System; or (e) you become a debtor in a bankruptcy proceeding. If you default, we may discontinue all services upon ten days' written notice to you and accelerate and recover all amounts to become due under this Agreement, as well as all other sums to which we are entitled. **For fire systems, we may report your failure to inspect and test your System, or lack of System monitoring to the proper authority.**

19.2. Interest. If any payment due is more than ten days late, you will pay simple interest on each past due payment in the amount of 18% per year calculated on a 360-day year [periodic rate of 1.5% per month or the maximum amount allowed by law] until the balance is paid in full. You will pay a service charge of \$25 for each returned check.

19.3. Reactivation. If we discontinue service for any reason and you desire to reactivate the service, reactivation is subject to our then-current reactivation fee and payment of all past due amounts. If the System cannot be reactivated remotely, and a service call is required, you must also pay us our then current and applicable rates for parts and labor.

20. Change in Rates.

20.1. Our Right to Increase; Your Right to Cancel. We may increase the monitoring or service fees at any time after the expiration of the initial term of this Agreement, but not more than once in any 12-month period, and upon giving you written notice in 30 days in advance of the effective date of the increase. If you do not want to pay the increased charge, you may cancel the then unexpired term of this Agreement by notifying us in writing 30 days before the effective date of the increase.

20.2. Taxes, Charges, and Fees. We may increase the monitoring or service fees at any time to reflect increases in federal, state, and local taxes; utility charges, including telephone charges; municipal fees and charges; and any other similar charges which relate to the services provided under this Agreement that are imposed on us. By signing this Agreement, you agree to pay all increases made under this paragraph.

21. Credit Investigation. You (and any guarantor) authorize us to conduct credit investigations from time to time to determine your (and any guarantor's) credit worthiness.

22. Notices. All notices regarding this Agreement must be in writing and may be served by personal delivery; by a reputable overnight carrier with all delivery charges provided for; or by certified mail, return-receipt requested, and regular mail, with postage prepaid, to the addresses set forth in this Agreement or to any other address provided by one party to the other from time to time in writing.

23. Third-Party Indemnification; Subrogation. You shall immediately defend and indemnify us against all claims brought by others, including personal injury, tort, negligence, property damage, or death. This indemnity applies to all claims regardless of cause, including our or the System's performance or failure to perform; defects in products, design, installation, activation, or service; negligence; tort; warranty; contribution; indemnification; or strict products liability. So far as permitted by your liability or property insurance policy, you release us from all claims, whether the claims are made by or through you, including your insurance company or other parties, and you shall defend and indemnify us from all claims. You must notify your insurance company of these terms. This paragraph does not apply to claims for loss or damage solely and directly caused by an employee of Company or Monitoring Center while on the Premises.

24. Time to Bring Suit; Venue; Governing Law. Any lawsuit or other legal proceeding arising out of or relating to this Agreement, whether based upon contract, tort, negligence, or otherwise, must be brought no later than one year after the claim arises. This Agreement is made and entered into in Calaveras County, California. Any legal proceeding arising out of or relating to this Agreement must be brought in Calaveras County, California law applies to this Agreement regardless of choice-of-law rules.

25. Entire Agreement. This Agreement is the final expression of and sets forth the entire agreement between the parties. No other agreements, representations, or warranties, express or implied, oral or written, have been made by any party to the other with respect to this Agreement. All prior and contemporaneous conversations, negotiations, and warranties are not relied upon and are waived. This Agreement supersedes and replaces all prior oral or written agreements or understandings between the parties. This is an integrated agreement. This Agreement cannot be changed orally, and all changes must be in writing signed by authorized representatives of both parties. If there is any conflict between this Agreement and your purchase order or other document delivered to us, this Agreement governs whether the purchase order or document is delivered before or after this Agreement is fully signed.

26. Enforceability; Waiver. If any part of this Agreement is void, the remaining portions of the Agreement remain enforceable. No waiver of a breach of any term or condition of this Agreement is a waiver of any succeeding breach.

27. Authorized Signatories; Duplicate. The individuals executing this Agreement are authorized signatories and have the full power to enter into this Agreement, and make the representations and warranties in this Agreement, which may be delivered by facsimile or electronic means.

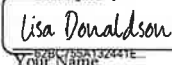
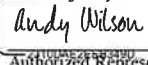
28. Licensing. Alarm Company Operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, California 95834. Contractors are required by law to be licensed and regulated by the Contractors' State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten years of the date of the alleged violation. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information, visit CSLB's web site at www.cslb.ca.gov, call CSLB at (800) 321- CSLB (2752), or write to CSLB at P.O. Box 26000, Sacramento, CA 95826

ACCEPTANCE

The prices, specifications, and conditions in this Agreement are satisfactory. **You understand, approve, and accept this Agreement, in particular Paragraphs 8, 9, and 23, which set forth our maximum liability if there is any loss or damage to you or any third party.** You understand that you may obtain a higher liability limit by paying an additional charge. You received a completed copy of this Agreement and, if you are a residential customer, two copies of the Notice of Right to Cancel. **You were advised that there are additional, different, or higher levels of protection and service available. The services provided are based upon your specific request, approval, and cost considerations, for which you must hold us harmless.**

WARNING: Various System components or products may contain lead or other chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.

IF SIGNED ELECTRONICALLY: You agree that your electronic signature, whether digital or encrypted, is intended to authenticate such signature and give rise to a valid, enforceable, and fully effective agreement.

<p>YOU:</p> <p>10/18/2021 10:46 AM PDT</p> <p>Date _____</p> <p>Your Signature _____</p> <p>DocuSigned by:  Your Name _____</p>	<p>SIGNAL SERVICE, INC.</p> <p>10/11/2021 11:09 AM PDT</p> <p>Date _____</p> <p>Authorized Representative Signature _____</p> <p>DocuSigned by:  Authorized Representative Name _____</p>
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Unless we either (1) approve it in writing by an authorized company representative, or (2) begin services, this Agreement is not binding upon us. If we do not approve the Agreement, our sole liability is to refund the amount paid to us when you signed the Agreement. Not receiving a copy signed by us does not make this Agreement unenforceable.



ACO-3797

Proposal for the Installation and Lease of a System

CUSTOMER INFORMATION

RUSD-Pleasant Grove Middle School
 2540 Green Valley Rd
 Rescue
 (530) 672-4400

Job Contact:

Billing Contact: RUSD

2390 Bass Lake Rd
 REscue Ca 95672
 (530) 672-4803

PROPOSAL

Proposal No. AAAQ8747
 Proposal Date: 10/4/2021
 Prepared By: Andrew Wilson
 Phone: 800-983-5300
 Fax: 209-736-9301
 andy@signalserviceinc.com

SCOPE OF WORK:

Page 1 of 3

Virtual Keypad Premium-Burglar Alarm Upgrade
 Remove existing Bosch 9512 burglar alarm control panel, standard keypad and control panel batteries
 Install DMP XR150 burglar alarm control panel, prox reading keypad and control panel batteries
 Install cellular communicator.
 Install popit interface module
 Attach existing protection
 Build central station records
 Move burglar alarm monitoring to Signal Service central station
 No central station burglar alarm monitoring fee will be charged by Signal Service until current (1) year contract with SBS expires. At that time central station fire monitoring fee of \$34.00 per month will be added
 Owner can cancel the phone line currently supporting the fire panel
 Proposal includes initial spot inspection of 10% of systems approx. 100 devices
 Provide a written T&M estimate if any existing devices need repair or replacement
 Signal Service is available to perform system wide test & inspection on a T&M basis
 Keyfobs are \$10.00 ea and are not included in this proposal

Qty	Item	Location
1	Control Panel,digital dialer,network,lg grey encl	Control panel
1	Cellular Communicator, XR150/550 panels, Verizon	Cellular communicator
1	Module Popit Interface XR20/XR200	Popit module
2	Battery - 12VDC 7AH sealed lead	Control panel batteries
1	Keypad Prox Reader	Prox reading keypad
1	Enclosure Lock DMP	Panel Kit Component
1	Cellular, Entre Communication	\$36.00
1	Virtual Keypad w User Management	\$48.00



Qty	Item	Location
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Total proposed installation and recurring monthly amounts are shown on the following page.



Proposal No. AAAQ8747

Page 3 of 3

Installation Charge

Installation: \$1,980.05

Discount: 0.00

Total Installation Charge: \$1,980.05

Monthly Service Charge

Services: \$84.00

Equipment Lease: \$20.00

Total Monthly Charge: \$104.00

PROPOSAL PRICES ARE VALID FOR 60 DAYS

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby accepted.

DocuSigned by:

Lisa Donaldson

Signature

(Title)

10/18/2021 | 10:46 AM PDT

Date Signed

DocuSigned by:

Andy Wilson

Signature

(Title)

10/11/2021 | 11:09 AM PDT

Date Signed



ACO-3797

Proposal for the Installation and Sale of a System

CUSTOMER INFORMATION

Lisa Donaldson
RUSD
2390 Bass Lake Rd
Rescue

Job Contact:

Billing Contact: RUSD

2390 Bass Lake Rd
Rescue Ca 95672
(530) 672-4803

PROPOSAL

Proposal No. AAAQ8750
Proposal Date: 10/4/2021
Prepared By: Andrew Wilson
Phone: 800-983-5300
Fax: 209-736-9301
andy@signalserviceinc.com

Page 1 of 2

SCOPE OF WORK:

Virtual Keypad Premium
Employee keyfob enrollment reader
Proposal includes (3) hours of system administrator training.
Additional hours will be billed at standard labor rate \$125.00 per hour

Qty	Item	Location
1	Access Control Prox Reader Network Connection	Keyfob enrollment reader

Total proposed installation and recurring monthly amounts are shown on the following page.



Proposal No. AAAQ8750

Page 2 of 2

System Installation Charge

Installation: \$563.50

Discount: \$0.00

GRAND TOTAL: \$563.50

Monthly Service Charge

\$0.00

PROPOSAL PRICES ARE VALID FOR 60 DAYS

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby accepted.

DocuSigned by:

Lisa Donaldson

6286755A132441E...

Signature

(Title)

10/13/2021 | 2:48 PM PDT

Date Signed

DocuSigned by:

Andy Wilson

2310DAE2EE8349D...

Signature

(Title)

10/11/2021 | 11:37 AM PDT

Date Signed

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services ("Agreement") is entered into by and between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a professional corporation, hereinafter referred to as the "Law Firm" and, RESCUE UNION SCHOOL DISTRICT, hereinafter referred to as "District."

II. PURPOSE

The District desires to retain and engage Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf. Law Firm accepts this engagement on the terms and conditions contained in this Agreement.

III. TERMS AND CONDITIONS

A. Fees for Services

1. Standard Hourly Rate Services

District agrees to pay the Law Firm at the following standard hourly rates:

Senior Partners	\$320
Partners/Senior Counsel	\$305
Senior Associates	\$285
Associates	\$275
Non-Legal Consultants	\$230
Senior Paralegals/Law Clerks	\$205
Paralegals/Legal Assistants	\$195

2. Fixed Fee Services

District agrees to pay the Law Firm a fixed fee for the following services:

A full day of training (up to 8 hours)	\$6,000
A half day of training (up to 4 hours)	\$4,000

A two-hour training	\$3,000
A one-hour training	\$2,000

3. Fee Arrangements for Specialized Legal Services

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, non-profit organizations, immigration and appellate law, the District agrees to pay Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

4. Costs and Expenses

In addition to the fees described above, the District agrees to pay a three percent (3%) "administrative fee" calculated and based on the total monthly billed fees to cover certain operating expenses of the Law Firm incurred in providing services to the District. This administrative fee is in lieu of charging the District for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage.

Costs relating to fees charged by third parties retained to perform services ancillary to the Law Firm's representation of District are not included in the administrative fee and are charged separately. These include, but are not limited to, deposition and court reporter fees, transcript costs, witness fees (including expert witnesses), process server fees, and other similar third party fees. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the prior approval of the Superintendent or designee in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the Superintendent or designee in the event a particular cost item totals \$2,000.00 or less.

If the Law Firm retains, with authorization from the District, experts or outside consultants for the benefit of the District, rather than the District contracting directly with any expert or outside consultant, the District agrees to pay a five percent (5%) "consultant processing fee" in addition to the actual costs paid by the Law Firm to the expert or outside consultant in order to offset related costs to the Law Firm resulting from administering and initially paying such expert and outside consultant fees on behalf of the District. This fee shall not apply to the services of Law Firm-provided non-legal consultants as set forth in paragraph F., below.

B. Billing Practices

1. A detailed description of the work performed and the costs and expenses advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement, will be due to the Law Firm from the District by the 10th of the month following delivery of the

statement, unless other arrangements are made. In the event that there are funds of the District in the Law Firm's Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 60 days will be subject to a 1% per month service charge.

2. The Law Firm shall bill in one-quarter hour increments.
3. Certain tasks shall be billed at established minimum time increments. These include: (a) telephone conference (.25 hour), (b) electronic correspondence (.25 hour), (c) standard written correspondence (.50 hour), (d) provide a document (.50 hour).
4. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.
5. District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects the services performed; and the proper charge for those services.
6. After the conclusion of a particular engagement (e.g. an investigation) should a need arise for the Firm to respond to any subpoena or discovery, to provide testimony at deposition, trial or arbitration, or to otherwise perform services with respect to any matter relating to or arising out of that engagement, the District shall compensate the Firm at its then applicable rates for time expended, including all required preparation time.

C. Termination of Representation on a Particular Matter

The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District on a particular matter upon the occurrence of any one or more of the following events:

1. Upon order of a court of law requiring the Law Firm to discontinue the performance of legal services;
2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue the performance of legal services;
3. Upon a failure of the District to perform any of the District's obligations with respect to the payment of the Law Firm's fees, costs or expenses as reflected on the monthly bill;

4. Upon a failure of the District to perform any of the District's obligations with respect to the duty of cooperation with the Law Firm in connection with the Law Firm's representation of the District.

In the event that the Law Firm ceases to perform services for the District on a matter, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees and costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in a court of law on its behalf, the District will promptly execute an appropriate Substitution of Attorney form. Any termination of Law Firm's representation on such a matter may be subject to approval by the applicable court of law.

D. Consent to Joint Representation

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, pursuant to Education Code section 7, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph.

E. Client Cooperation.

The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District, including but not limited to, attending mandatory court hearings and other appearances, making its employees and officials available, and providing accurate information documentation necessary to enable the Law Firm to adequately represent the District.

F. Services performed by Law Firm-provided Non-legal Consultants

The Law Firm has an affiliation with non-legal consultants who are available to provide services in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, special education consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement to prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purpose of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of your choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

G. Consent to Law Firm Communication

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of breakfast briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

H. Identification of Insurance Coverage

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, you agree that it is your own responsibility, rather than the Law Firm's responsibility, to identify potential insurance coverage and to tender legal matters to any appropriate insurance companies that may insure you. If you desire that the Law Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between you and the Law Firm to that effect will be required.

I. Miscellaneous

1. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

2. The parties agree that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

3. After a file on a matter is closed, the District has a right to request the Law Firm to return the file to the District. Absent such a request, the Law Firm shall retain the file on the District's behalf.

IV. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, breach of fiduciary duty, misrepresentation, or conflict of interest, such dispute shall be resolved by confidential and binding arbitration upon the written request of one party after service of that request on the other party.

There are significant advantages and disadvantages of binding arbitration. The parties shall agree on an arbitrator with special skills and experience to hear and determine the dispute unlike

in a court proceeding where a judge is assigned. If the parties cannot agree, then the Superior Court of Los Angeles County shall choose an impartial arbitrator whose decision shall be final and conclusive on all matters.

The parties shall each have the right of discovery in accordance with Code of Civil Procedure Section 1283. Arbitrations conducted pursuant to this agreement permit the same discovery rights as in a court proceeding. Each party shall bear their own costs and attorney fees, including payments to the arbitrator which can be significantly more costly than the filing fee in Court proceedings where costs may be awarded to the prevailing party. Each party to this agreement waives and therefore gives up important constitutional rights in arbitration as the arbitrator's decision is final. There is no right to appeal to challenge any errors made in the arbitration proceeding. Unlike court proceedings, arbitration proceedings are conducted privately and the outcome will remain confidential. There is no right to a trial by a judge or jury of one's peers. There is no limitation on the type of monetary damage that can be awarded by the arbitrator. The client is advised that the client has the right to have an independent lawyer of client's choice review this arbitration provision.

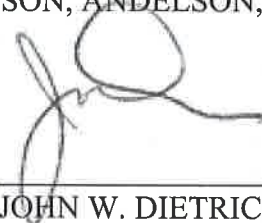
V. DURATION

This Agreement shall commence October 11, 2021 and terminate on June 30, 2022 and shall thereafter continue from month to month at the then current rate schedules until modified in writing by agreement between the Law Firm and the District up to a maximum of five (5) years duration per Education Code section 17596.

Either the District or the Law Firm may terminate this Agreement on thirty (30) days' written notice.

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD &
ROMO



Dated: October 11, 2021

By: _____
JOHN W. DIETRICH, Partner

"District"

RESCUE UNION SCHOOL DISTRICT



Dated: 10/18/21

By: _____
LISA DONALDSON, CBO



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Rescue Union School District (“Client”) and the law firm of Fagen Friedman & Fulfroft LLP (F3 Law) (“Attorney”). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2021:

1. CONDITIONS. This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. SCOPE OF SERVICES. Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries.

3. CLIENT’S DUTIES. Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time and to keep Attorney advised of Client’s address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. CONSULTANT SERVICES. Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.

5. EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING. In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney’s office. Most of Attorney’s electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client’s representatives and agents, as well as to having communications, documents and electronic data pertinent to Client’s matter(s) stored through a cloud-based service.

6. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney’s prevailing rates for all time spent on Client’s matter by Attorney’s legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney’s number of years of experience.

The rates on this schedule are subject to change on 30 days’ written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client.

The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

7. COSTS AND OTHER CHARGES. (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

8. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

10. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

12. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

14. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

15. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Rescue Union School District

Fagen Friedman & Fulfrost LLP

Type or Print Name

Chris Keeler


Name

Type or Print Title

Managing Partner

Title

District Authorized Signature



Signature

DATE: _____

DATE: March 12, 2021



PROFESSIONAL RATE SCHEDULE

**Rescue Union School District
July 1, 2021**

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$225 - \$255 per hour
Partner	\$270 - \$305 per hour
Of-Counsel	\$305 per hour
Paralegal/Law Clerk	\$145 - \$225 per hour
Paralegal/Law Clerk (<i>Bar Admitted Outside CA</i>)	\$225 per hour
Education Consultant	\$235 per hour
Communication Services Consultant	\$255 per hour

Travel time shall be charged only from the Attorney's nearest office to the destination and shall be prorated if the assigned Attorney travels for two or more clients on the same trip. If Client requests a specific Attorney, Client agrees to pay for all travel time of that specific Attorney in connection with the matter. For matters concerning compliance with state and federal voting rights laws and/or related subjects, Client agrees to pay for all travel time of assigned Attorney in connection with those matters.

2. ON-SITE LEGAL SERVICES

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

3. COSTS AND EXPENSES

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: **AB-181 DEPARTMENT OF REAL ESTATE SUBDIVISION
"WHITE PAPER" RESPONSE AND
STUDENT YIELD IMPACT ANALYSIS
Serrano Village M5, Western Sierra Way and Appian Way
Advertising Name: Serrano Village M5**

RECOMMENDATION:

The Superintendent recommends the Board of Trustees approve the response statement for the proposed development as outlined in this report.

BACKGROUND:

Changes in the law promulgated by AB 181, as of October 1, 1989, all subdivisions in the State of California must include a statement regarding the availability of schools in their Department of Real Estate (DRE) "White Report". We have received a request for such a statement (see attached letter from consulting company). At their request, we have prepared a response.

It is required by law that the response provided must be approved by the Board of Education during a public meeting (consent item is appropriate). Because this approval is required by law, the DRE will require that a copy of the Board's approval action be submitted along with the response to each individual project.

STATUS:

The DRE "White Report" for the following development has been submitted to the district for review and action by the Board of Trustees (copy enclosed):

**Serrano Village M5
Location: El Dorado County, California**

The Rescue Union School District has established a .338 student yield factor per single-family unit. Accordingly, staff estimates the District can expect there will be 3.38 students generated from this subdivision.

The Rescue Union School District has the capacity to house students at both the elementary and middle school levels. This capacity may not be within the students' current school attendance boundaries.

FISCAL IMPACT:

None at this time.

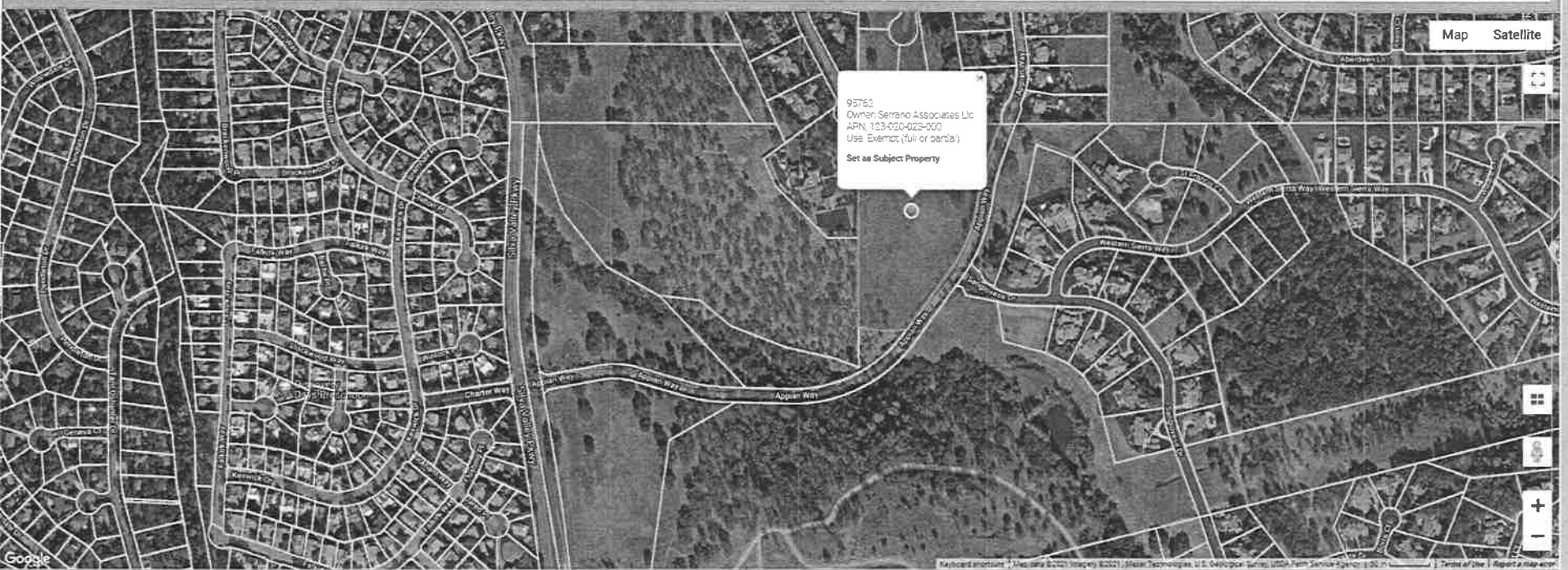
BOARD GOAL:

Board Focus Goal V - FACILITY/HOUSING:

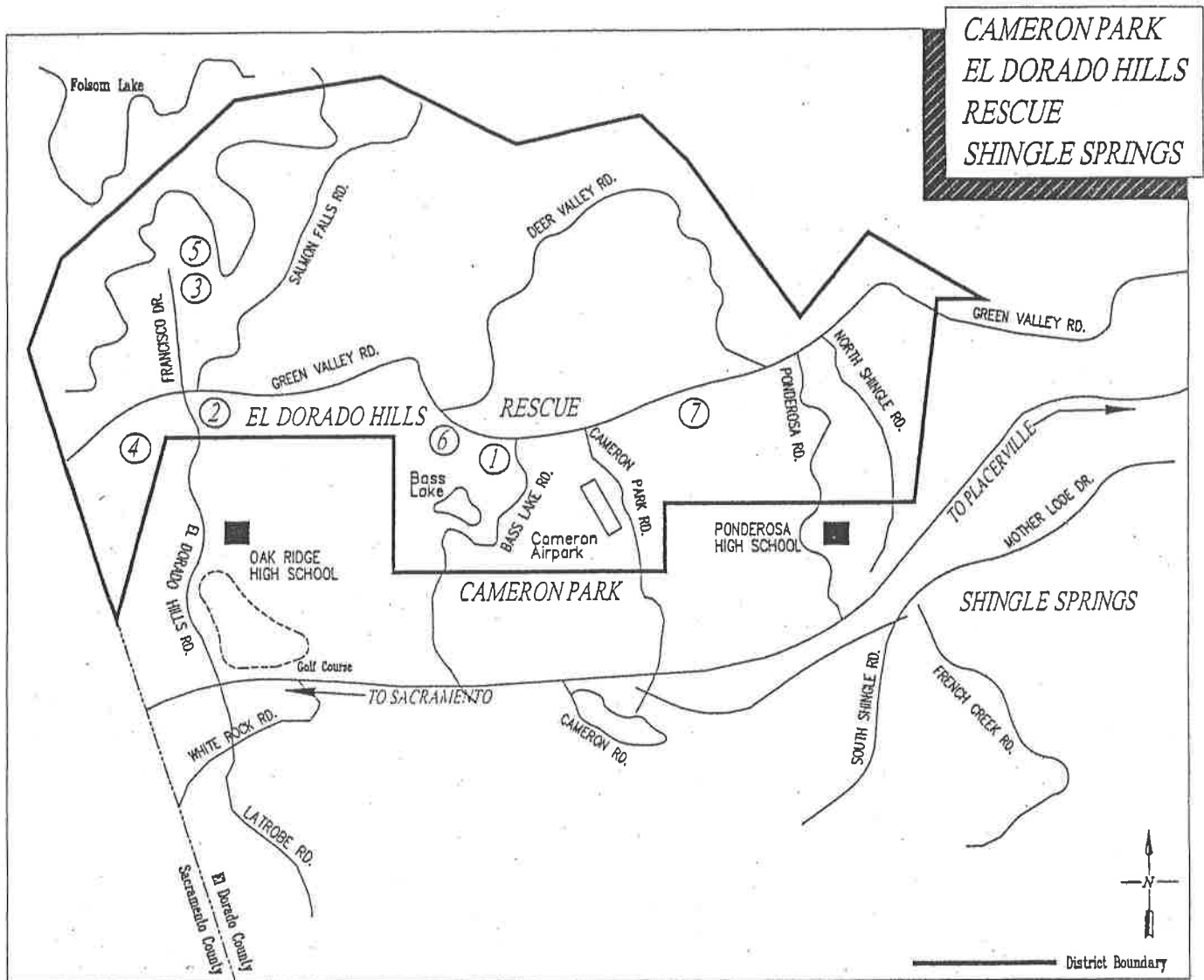
Build, improve and maintain school facilities to meet current and future educational needs while integrating the most effective and efficient use of resources.

Find your Subject Property

Property Address: Enter an Address (including Unit #) El Dorado County, CA Search
Your request cannot be processed. Please enter an Address. See Search Tip for more information.



MAP OF THE DISTRICT



① Green Valley Elementary (K-5)
2390 Bass Lake Road
Rescue, CA 95672
(916) 933-3543

② Jackson Elementary (K-5)
2561 Francisco Blvd.
El Dorado Hills, CA 94762
(916) 933-1828

③ Lake Forest Elementary (K-5)
2240 Salisbury Drive
El Dorado Hills, CA 95762
(916) 933-0652

④ Lakeview Elementary (K-5)
3371 Brittany Way
El Dorado Hills, CA 95762
(916) 941-2600

⑤ Marina Village Middle (6-8)
1901 Francisco Drive
Rescue, CA 95762
(916) 933-3995

⑥ Pleasant Grove Middle (6-8)
2540 Green Valley Road
Rescue, CA 95762
(530) 672-4400

⑦ Rescue Elementary (K-5)
3880 Green Valley Road
Rescue, CA 95762
(530) 677-2720

**Table 2
Projected Enrollment – Student Progression**

Grade	Actual 2017- 18	Projected Enrollment - Straight Progression									
		2018- 19	2019- 20	2020- 21	2021- 22	2022- 23	2023- 24	2024- 25	2025- 26	2026- 27	2027- 28
K	419	419	419	419	419	419	419	419	419	419	419
1	350	324	324	324	324	324	324	324	324	324	324
2	338	350	324	324	324	324	324	324	324	324	324
3	383	338	350	324	324	324	324	324	324	324	324
4	382	383	338	350	324	324	324	324	324	324	324
5	426	382	383	338	350	324	324	324	324	324	324
6	441	426	382	383	338	350	324	324	324	324	324
7	406	441	426	382	383	338	350	324	324	324	324
8	480	406	441	426	382	383	338	350	324	324	324
Total K-5	2,298	2,196	2,138	2,079	2,065	2,039	2,039	2,039	2,039	2,039	2,039
Total 6-8	1,327	1,273	1,249	1,191	1,103	1,071	1,012	998	972	972	972
Total K-12	3,625	3,469	3,387	3,270	3,168	3,110	3,051	3,037	3,011	3,011	3,011



RESCUE UNION SCHOOL DISTRICT

"Educating for the Future Together"

2390 Bass Lake Road • Rescue, CA 95672

(530) 677-4461 • FAX (530) 677-0719

www.rescueusd.org

November 16, 2021

Andrea Howard
Parker Development Company
4525 Serrano Parkway Ste. 100
El Dorado Hills, CA 95762
916-939-4060

Re: Name: Serrano Associates, LLC.
Advertising Name: Serrano Village M5

Dear Andrea Howard:

The attached Statement of School Availability is being sent in response to your request for information regarding the status of school availability in the Rescue Union School District.

The Rescue Union School District has seven schools. The location, address and phone number for each site is shown on the enclosed map.

School attendance boundaries have been established by the district but are subject to change, and availability of neighborhood schools may be impacted by student enrollment. Potential purchasers should contact the school district directly at (530) 677-4461 for current information regarding the school they will attend at the time of purchase.

Rescue Union School District requests that you furnish the complete Statement of School Availability Report to all prospective purchasers of residences within the above-mentioned development.

Sincerely,

Lisa Donaldson
Asst. Superintendent Business Services

Attachments

LD:cf 181ltr

Jim Shoemake, Superintendent

Board of Trustees

Nancy Brownell • Suzanna George • Michael Gordon • Tagg Neal • Kim White



Anne Bartels <abartels@my.rescueusd.org>

Request for School Availability Letter

1 message

Andrea Howard <ahoward@parkerdevco.com>

Mon, Nov 8, 2021 at 1:46 PM

To: Sean Martin <smartin@my.rescueusd.org>

Cc: Anne Bartels <abartels@my.rescueusd.org>, Sharon Laurel <slaurel@my.rescueusd.org>

Good afternoon Sean,

May I request a school availability letter from you for the following upcoming development in Serrano:

- Project name SERRANO VILLAGE M5
- Legal property owner's name, address, and telephone number. SERRANO ASSOCIATES, LLC, 4525 SERRANO PARKWAY, SUITE 100, EL DORADO HILLS, CA 95762. 916-939-4060
- Address and location of the project, including nearest cross street and city. INTERSECTION OF WESTERN SIERRA WAY AND APPIAN WAY, EL DORADO HILLS, 95762.
- Assessor's Parcel Number(s). 123-020-023
- Copy of project/parcel map. SEE ATTACHED
- Total number of acres and acres per parcel. 8.4 ACRES TOTAL; EACH RESIDENTIAL LOT IS ROUGHLY 20,000 TO 32,000 SF
- Type and number of lots (Residential: single family, Multi-family, Duplex, Condominiums; or Commercial). 10 SINGLE FAMILY DETACHED LOTS

Please let me know if you have any questions or need more info.

Thank you. Hope you're having a great day!

Andrea Howard

PRINCIPAL PLANNER



OVER 60 YEARS OF PRIDE IN THE COMMUNITIES WE BUILD

4525 Serrano Parkway, Suite 100 • El Dorado Hills, CA 95762 • Office: 916.939.4060

ahoward@parkerdevco.com

<https://www.parkerdevco.com/about-us>



RESCUE UNION SCHOOL DISTRICT

"Educating for the Future Together"

2390 Bass Lake Road • Rescue, CA 95672

(530) 677-4461 • FAX (530) 677-0719

www.rescueusd.org

November 3, 2021

Cyber Acoustics
Steve Erickson and Susie Hayne

On behalf of the students and staff of the Rescue Union School District, I would like to thank you for the generous donations of headphones, webcams, and speakers to help our students get the most out of their time at school. Your donation is greatly appreciated.

Sincerely,

A handwritten signature in black ink that reads "Jim Shoemaker". The signature is fluid and cursive, with a large initial "J" and "S".

Jim Shoemaker
Superintendent

Jim Shoemaker, Superintendent

Board of Trustees

Nancy Brownell • Suzanna George • Michael Gordon • Tagg Neal • Kim White