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

BOARD OF TRUSTEES REGULAR MEETING MINUTES

Tuesday, April 5, 2022 - 6:30 p.m. Open Session (Closed Session at 5:30 p.m.)

Rescue District Office Board Room Teleconference site: 27388 Parklane Way, Valencia, CA 91354

The Public's health and well-being are the top priority for the Board of Trustees of the Rescue Union School District and all 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:	Board president called the meeting to order at 5:40 p.m.
ROLL CALL:	✓ Michael Gordon, President ✓ Nancy Brownell, Vice President-Open Session ✓ Suzanna George, Clerk ✓ Tagg Neal, Member ✓ Kim White, Member ✓ Jim Shoemake, Superintendent and Board Secretary
PUBLIC COMMENT: (Closed session agenda items only)	There were no 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, Jim Shoemake, and/or labor negotiators, Lisa Donaldson and Dustin Haley, 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 6:37 p.m.
Welcome	The Board president provided an introduction to Board meeting proceedings.
Flag Salute	Board member Tagg Neal led the flag salute.

1. Adoption of Agenda	Trustee White moved and Trustee Neal seconded to approve the				
(Consideration for Action)	agenda as presented. The motion passed 4-0. (Trustee Brownell was not available to vote on the adoption of the agenda)				
REPORTS AND COMMUNICATION:					
Report from Closed Session	Board president reported no action taken in closed session.				
2. Superintendent's Report	Superintendent Shoemake called out recent "Bright Spots" in the district, highlighting events such as: • AVID Day at Pleasant Grove Middle School • Volunteer Garden efforts with seed planting and Wax Museum Historical Figures presentations at Rescue Elementary • Undefeated Girls' Basketball and Track Team season underway at Marina Village Middle School • The Giving Gala at Jackson Elementary assisted by Lake Forest Elementary PTO • St. Patrick's Day Pancakes breakfast at Lakeview • RUSD Transportation Department's Fire Safety meeting and follow-up support to neighbor district BUSD. The Superintendent reported steady enrollment numbers across the district and cited low COVID case numbers since February. Superintendent Shoemake also provided a summary of fiscal news including the Early Retirement Incentive, and opportunity for alignment of hiring goals with increased staff at the District Office and cost-neutral reorganization.				
CELEBRATING EXCELLENCE:					
Jackson Elementary School	Jackson School principal, Michele Williamson provided a site update and presentation highlighting student successes. Jackson School honored Teacher Megan Wojan, Garden Coordinator Zoe Hanko and Library Media Coordinator Michelle Upton as the recipients of the Difference Maker Award.				
Certificated Employee Week Proclamation (Supplement)	Each year Rescue USD honors the certificated staff members by dedicating a week in May to recognize and celebrate their contributions to education and the students and families of our District.				
(Consideration for Action) Superintendent	Trustee Neal moved and Trustee White seconded to approve the Certificated Employee Week Proclamation. The motion passed 5-0.				
	Roll Call Vote: Ayes: Trustee White, Neal, George, and Gordon				
4. Classified and Confidential School Employee Week Proclamation	Each year Rescue USD honors the classified and confidential staff members by dedicating a week in May to recognize their important contributions in supporting the staff, students and families of our				
(Supplement)	District.				
(Consideration for Action) Superintendent					

	Trustee Neal moved and Trustee White seconded to approve the Classified and Confidential School Employee Week Proclamation. The motion passed 5-0. Roll Call Vote: Ayes: Trustee George, Neal, White, Brownell, Gordon					
PUBLIC COMMENTS:	There were no public comments.					
GENERAL:						
5. Alder Teacher Residency Program(Supplement)(Information and Discussion Only)Superintendent	The Superintendent recommended the Board receive a presentation regarding the Alder Teacher Residency Program. Superintendent Shoemake outlined the program, which offers new teachers the opportunity to obtain a teaching credential as well as a master's degree for one year of K-12 employment.					
6. Update/Review: Board Policies, Administrative Regulations and Board Bylaws (Supplement) (First Reading and Possible Consideration for Action) Superintendent	Periodically, the Board reviews, revises and/or adopts Board Policies, Administrative Regulations and Board Bylaws. The following Board Policies and Administrative Regulations were provided for first reading and possible consideration for action. AR 4030 Nondiscrimination in Employment					
7. Revision to Board Meeting Calendar (Supplement) (Consideration for Action) Superintendent	The Superintendent recommended the Board of Trustees revise the Board Meeting date in November 2022 from the 8th of the month to the 15th due to the El Dorado County Elections Department establishment of a community Voting Center at the Rescue Union School District Office. Trustee White moved and Trustee George seconded to approve the revision to the Board Meeting Calendar. The motion passed 5-0. Roll Call Vote: Ayes: Trustee George, Neal, White, Brownell and Gordon					

CURRICULUM & INSTRUCTION:	
8. Expanded Learning Opportunities Program (ELO-P) (Supplement) (Information and Discussion) Director of Special Programs	The Superintendent recommended the Board receive a report on the 2022 Expanded Learning Opportunities Program. Special Programs Director Amy Bohren stated the mission and vision of the ELO-P RISE Program is to ensure all students are ready and equipped with the knowledge base required to be successful in the next grade level. The RISE program has been enhanced this school year with the addition of student enrichment opportunities for math study, ELA, P.E. and a S.T.E.A.M. project based component.
CONSENT AGENDA:	All matters listed under Consent Agenda are considered to be routine or sufficiently supported by prior or accompanying information as to not require additional discussion. A motion as referenced below will enact all items.
(Consideration for Action)	Item #9 pulled for separate vote. Item #10 pulled for separate vote.
	Trustee George moved and Trustee White seconded to approve the balance of the Consent Agenda. The motion passed 5-0. Roll Call Vote: Ayes: Trustee George, Neal, White, Brownell and Gordon
9. Board Meeting Minutes	Minutes of the March 8, 2022 Regular Board Meeting.
(Supplement)	Trustee George moved and Trustee Neal seconded to approve the minutes of the March 8, 2022 Regular Board Meeting. The motion passed 4-0 with 1 abstention. Roll Call Vote: Ayes: Trustees White, Neal, George, Gordon Abstentions: Trustee Brownell
10. Board Meeting Minutes	Minutes of the March 22, 2022 Board Study Session.
(Supplement)	Trustee Neal moved and Trustee White seconded to approve the minutes of the March 22, 2022 Board Study Session. The motion passed 4-0 with 1 abstention. Roll Call Vote: Ayes: Trustees Brownell, White, Neal, Gordon Abstentions: Trustee George
11. 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 3/2/22 to 3/25/22.
12. District Purchase Orders (Supplement)	Purchase orders must regularly be presented to the Board of Trustees for ratification. The supplement reflects expenditures from 3/1/22 to 3/28/22.

13. F	Personnel	Rescue Union School District's long-range goal is to recruit a				
(Supp	lement)	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.	Administrative Personnel:					
	Resignation:	Amy Bohren, Special Programs Director, (1.0 FTE), District Office effective 6/30/22 Bruce Peters, Principal, (1.0 FTE), Lake Forest, effective 6/30/22				
B.	Certificate Personnel					
	Leave of Absence (LOA):	Karen Nickell, 100% LOA for the 2022-2023 school year				
	Resignation:	Rebecca Klutz, Teacher, (1.0 FTE), Lake Forest, effective 5/28/21				
	Retirement:	Terence Andersen, Teacher, (1.0 FTE), Lakeview, effective 5/27/22 Patricia Folsom, Teacher, (1.0 FTE), Rescue, effective 5/27/22 Roselind Herbertson, Teacher, (1.0 FTE), Green Valley, effective 5/27/22 Mary Nugent, Teacher, (1.0 FTE), Rescue, effective 5/27/22 Timothy Nugent, Teacher, (1.0 FTE), Rescue, effective 5/27/22 Claudia Ray, Teacher, (1.0 FTE), Green Valley, effective 5/27/22 Amy Schulze, Teacher, (1.0 FTE), Lake Forest, effective 5/27/22 Roxanne Simmons, Teacher, (1.0 FTE), Lakeview, effective 5/27/22 Carol Tinney, Teacher, (1.0 FTE), Lake Forest, effective 5/27/22 Cheryl Walswick, Teacher, (1.0 FTE), Pleasant Grove, effective 5/27/22				
C.	Classified Personnel					
	Employment:	Kortnie Anderson, Student Services Secretary, (.38 FTE), Marina Village, effective 3/22/22 Jennifer Burton, Instructional Assistant, (.47 FTE), Green Valley, effective 2/25/22 Esabel De La Garza, Food Service Worker, (.31 FTE), Food Service, effective 3/21/22 Lori Hantzis, Yard Supervisor, (.38 FTE), Pleasant Grove, effective 3/28/22 Amy Hinson, Itinerant Independence Facilitator, (.75 FTE), Lake Forest, effective 3/14/22 Brent Hinsz, Food Service Worker, (RUSD Sub), Food Service, effective 3/7/22 Jacob Horciza, Custodian - Districtwide, (1.0 FTE), Maintenance, effective 3/22/22 Gelacio Rivera Zaragoza, Custodian, (1.0 FTE), Lake Forest, effective 2/28/22 Dawn Shelton, Food Service Worker, (.63 FTE), Food Service,				
	Promotion:	effective 3/14/22 Darcey Cobb, Food Service Worker, (.47 FTE), Food Service, effective 3/10/22				

Resignation:	Jennifer Burton, Instructional Assistant, (.38 FTE), Green Valley, effective 2/24/22 Darcey Cobb, Yard Supervisor, (.34 FTE), Rescue, effective 3/9/22 Ellyn Donovan, Instructional Assistant – Kindergarten, (.25 FTE), Rescue, effective 2/17/22 Ellyn Donovan, Instructional Assistant, (.13 FTE), Rescue, effective 2/17/22 Gelacio Rivera Zaragoza, Custodian, (1.0 FTE), Marina Village, 2/25/22 Dawn Shelton, Food Service Worker, (.47 FTE), Food Service,
Retirement:	effective 3/11/22 Kathleen Caleca, Instructional Assistant, (.75 FTE), Lake Forest, effective 6/30/22 Kim Cameron, Instructional Assistant, (.75 FTE), Marina Village,
	effective 6/30/22 Cynthia Carpenter, Library Media Coordinator, (1.0 FTE), Lake Forest, effective 6/30/22 Anna Doughty, School Secretary, (1.0 FTE), Lakeview, effective 6/30/22 Diana Gaines, Instructional Assistant, (.75 FTE), Lake Forest, effective 6/30/22 James Gustafson, Custodian, (1.0 FTE), Green Valley, effective 6/30/22 Deborah Paulson, Itinerant Independence Facilitator, (.75 FTE), Lakeview, effective 6/30/22 Linda Roscoe, Instructional Assistant, (.75 FTE), Rescue, effective 6/30/22 Michelle Upton, Library Media Coordinator, (1.0 FTE), Jackson, effective 6/30/22
Dismissal:	Employee #3962, (.75 FTE), effective 3/11/22 Employee #3964, (1.0 FTE), effective 3/17/22 Employee #4029, (.38 FTE), effective 3/3/22
D. Confidential Personnel:	
Retirement:	Sharon Laurel, Administrative Assistant, (1.0 FTE), District Office, effective 6/30/22 Virginia Tahmahkera, Personnel Technician, (1.0 FTE), Human Resources, effective 6/30/22
14. Resolution #22-04 Election Consolidation	The Superintendent recommended the Board approve Resolution #22-04 declaring an election be held in its jurisdiction, to fill offices of members of the Governing Board, consolidated with any other
(Supplement)	districts requesting election service.
15. Contract for Audit Services (Supplement)	The Superintendent recommended the Board approve the contract for audit services with the firm Stephen Roatch Accountability Corp for year three of a three-year contract beginning in 2019-2020.
16. Job Descriptions: Certificated Management	The Superintendent recommended the Board approve the following updated job descriptions:
(Supplement)	 Coordinator of Multi-Tiered Systems of Support (MTSS)

17. Williams Quarterly Report (Supplement)	The Superintendent recommended the Board approve the Williams Act Quarterly Report for the period of January 1, 2022–March 31, 2022.
18. Contract for Interim Director of Special Education and Student Support Services	The Superintendent recommended the Board approve the employment contract for the Interim Director of Special Education and Student Support Services.
(Supplement)	
ADJOURNMENT:	Trustee White moved to adjourn the meeting at 8:29 p.m.

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

BOARD OF TRUSTEES BOARD STUDY SESSION MINUTES

Tuesday, April 26, 2022 – 5:30 p.m. CLOSED SESSION 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. This meeting was held in Closed Session.

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:	Board president called the meeting to order at 5:31 p.m.
ROLL CALL:	✓ Michael Gordon, President ✓ Nancy Brownell, Vice President ✓ Suzanna George, Clerk Tagg Neal, Member ✓ Kim White, Member ✓ Jim Shoemake, Superintendent and Board Secretary
PUBLIC COMMENTS: (Closed session agenda items only)	There were no public comments concerning items on the <i>Closed Session</i> Agenda.
(Closed session agenda items only)	Dession Agenda.
CLOSED SESSION:	The Board will adjourned to closed session to discuss matters of personnel, security, negotiations, student discipline, litigation, or other matters as authorized by Government Code Section 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, Jim Shoemake, and/or labor negotiators, Lisa Donaldson and Dustin Haley, regarding directions and issues in negotiations with Rescue Union Federation of Teachers (RUFT), California School Employees Association (CSEA), Confidential Staff, and Administrative Management.
Public Employee Performance Evaluation	Superintendent
OPEN SESSION:	Reconvene Open Session at 8:35 p.m.
REPORT FROM CLOSED SESSION:	Board president reported no action taken in closed session.
ADJOURNMENT:	Trustee White moved to adjourn the meeting at 8:36 p.m.

Suzanna George, Clerk	Date	Michael Gordon, President	Date
Study Session Minutes			Page 1 of 1
April 26, 2022			-

015 RESCUE UNION SCHOOL DISTRICT J75116 0055 04_05_2022 LQ

ACCOUNTS PAYABLE PRELIST BATCH: 0055 0055 04_05_2022 LQ

APY500 L.00.19 04/01/22 08:46 PAGE << Held for Audit >>

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Vendor/Addr Remit na Req Reference [Tax ID nation	um Deposit FD	type RESC Y OBJT	ABA num Account r GOAL FUNC LC1 LOC2 L3	num EE SCH T9MPS	ES E-Ter Liq Amt	m E-ExtRef Net Amount
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225301 PO-220287 03/	/18/2022 99021602	286 FEB 19- MAR 18 TOTAI	3 1 01 PAYMENT A	-0000-0-5901 MOUNT	-0000-7600-081-0000-00- 847.95 *	-000 NN P	847.95	847.95 847.95
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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

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		TOTAL BATCH	PAYMENT	63,233.12 ***	0.00	63,233.12
		TOTAL DISTRI	ICT PAYMENT	63,233.12 ****	0.00	63,233.12
	A	TOTAL FOR AL	L DISTRICTS:	63,233.12 ****	0.00	63,233.12
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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

015 RESCUE UNION SCHOOL DISTRICT J77834 0057 04_18_2022 LQ

Number of checks to be printed:

ACCOUNTS PAYABLE PRELIST BATCH: 0057 0057 04 18 2022 LQ APY500 L.00.19 04/14/22 14:57 PAGE << Held for Audit >>

78.389.20

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 Lig Amt Net Amount 102244/00 SUN LIFE FINANCIAL PO BOX 7247 - 0381 PHILADELPHIA, PA 19170-0381 PV-220681 04/14/2022 203027 EMP LIFE MARCH 01-0000-0-3901-0000-2700-081-0000-00-000 NN 331.97 PV-220681 04/14/2022 203027 EMP AD&D MARCH 01-0000-0-3901-0000-2700-081-0000-00-000 NN 31.71 PV-220681 04/14/2022 203027 DEP LIFE MARCH 01-0000-0-9582-0000-0000-000-000-00-000 NN 2.20 TOTAL PAYMENT AMOUNT 365.88 * 365.88 100780/00 TRUE VALUE HARDWARE 4571 MISSOURI FLAT RD PLACERVILLE, CA 95667 225047 PO-220046 03/09/2022 1325976 1 01-0842-0-4360-0000-3600-083-0000-00-000 NN P 242.36 242.36 TOTAL PAYMENT AMOUNT 242.36 * 242.36 102998/00 WELLS FARGO FINANCIAL LEASING PO BOX 77096 MINNEAPOLIS, MN 55480 225296 PO-220282 03/29/2022 5019538763 032422-042322 1 01-0000-0-5690-1110-1000-081-0000-00-000 NN P 235.95 235.95 TOTAL PAYMENT AMOUNT 235.95 * 235.95 022495/00 WILLIAMSON, MICHELE (EMPL REIMB) 1521 TRADING POST CT COOL, CA 95614 PV-220694 04/14/2022 RALEYS MEETING SNACKS 01-9421-0-4300-1110-1000-021-0000-91-000 NN 53.55 TOTAL PAYMENT AMOUNT 53.55 * 53.55 TOTAL BATCH PAYMENT 78,389.20 *** 0.00 78,389.20 78,389.20 **** 0.00 78,389.20 TOTAL DISTRICT PAYMENT TOTAL FOR ALL DISTRICTS: 78,389.20 **** 0.00 78.389.20

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

42, not counting voids due to stub overflows.

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015 RESCUE UNION SCHOOL DISTRICT J78765 ACCOUNTS PAYABLE PRELIST

APY500 L.00.19 04/20/22 15:51 PAGE

0058 04 14 2022 LQ BATCH: 0058 0058 04 21 2022 LQ << Held for Audit >> Vendor/Addr Remit name Tax ID num Deposit type ABA num Account num EE ES E-Term E-ExtRef Req Reference Date FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH T9MPS Liq Amt Net Amount Description 105374/00 WAYNES LOCKSMITH INC 669 PLACERVILLE DRIVE PLACERVILLE, CA 95667 225380 PO-220366 04/13/2022 i8007 2 01-8150-0-4300-0000-8110-085-0000-00-000 NN P 47.36 47.36 TOTAL PAYMENT AMOUNT 47.36 * 47.36 105378/00 WELLNESS TOGETHER 1382 BLUE OAKS BLVD. SUITE 213 ROSEVILLE, CA 95678 225693 PO-220676 04/19/2022 FOR MV 042522 1 01-3010-0-5806-1110-1000-703-0000-00-000 NN F 2,500.00 2,500.00 TOTAL PAYMENT AMOUNT 2.500.00 * 2,500.00 005634/00 YOUNGDAHL CONSULTING GROUP INC 1234 GLENHAVEN COURT EL DORADO HILLS, CA 95762-000 215358 PO-210340 03/31/2022 77122 PROFESSIONAL SERV 1 01-0000-0-5806-0000-7200-081-0000-00-000 NN P 342.00 342.00 TOTAL PAYMENT AMOUNT 342.00 * 342.00 TOTAL BATCH PAYMENT 150,688.45 *** 0.00 150,688.45 TOTAL DISTRICT PAYMENT 150,688.45 **** 0.00 150,688.45 150,688.45 **** TOTAL FOR ALL DISTRICTS: 0.00 150,688.45

Number of checks to be printed: Number of zero dollar checks:

44, not counting voids due to stub overflows.

2, will be printed.

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

150,688.45

015 RESCUE UNION SCHOOL DISTRICT J79354 0059 04 25 2022 LQ

ACCOUNTS PAYABLE PRELIST BATCH: 0059 0059 04 25 2022 LQ APY500 L.00.19 04/22/22 16:01 PAGE << Held for Audit >>

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Vendor/Addr Remi Req Reference		Tax otion	ID num [eposit type FD RESC	Y OBJT	ABA num A GOAL FUNC LC1	Account num LOC2 L3 SCH	EE T9MPS	ES E-Ter Liq Amt	m E-ExtRef Net Amount
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Number of checks to be printed: Number of zero dollar checks:

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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

015 RESCUE UNION SCHOOL DISTRICT J80145 0060 04_28_2022 LQ

ACCOUNTS PAYABLE PRELIST BATCH: 0060 0060 04 28 2022 LQ APY500 L.00.19 04/27/22 16:10 PAGE << Held for Audit >>

Vendor/Addr Remit name Tax ID num Deposit type ABA num Account num EE ES E-Term E-ExtRef FD RÉSC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH T9MPS Lig Amt Net Amount Reg Reference Date Description 105011/00 TEACHER SYNERGY LLC 75 REMITTANCE DRIVE DEPARTMENT 6759 CHICAGO, IL 60675-6759 225343 PO-220329 04/26/2022 CLOSE PER SANDIE EOY 1 01-1100-0-4300-1110-1000-020-0000-90-000 NY C 112.40 0.00 225562 PO-220567 04/26/2022 CLOSE PER SANDIE EOY 1 01-3010-0-4200-1110-1000-075-9000-90-000 NY C 235.00 0.00 1 01-3213-0-4300-1110-1000-021-0000-91-000 NY C 0.00 225689 PO-220667 04/26/2022 CLOSE PER COCO EOY 80.05 TOTAL PAYMENT AMOUNT 0.00 * 0.00 106376/00 THE MARKERBOARD PEOPLE 2227 SPIKES LANE LANSING, MI 48906 1 01-3213-0-4300-1110-1000-024-0000-94-000 NN C 225.23 0.00 225366 PO-220358 04/22/2022 CLOSE PER KAREN 0.00 TOTAL PAYMENT AMOUNT 009696/00 TOLEDO P E SUPPLY CO P O BOX 5618 TOLEDO, OH 43613-0000 180.37 0.00 1 01-1100-0-4300-1110-1000-024-0000-94-000 NN C 225613 PO-220595 04/21/2022 CLOSE PER KAREN TOTAL PAYMENT AMOUNT 0.00 * 0.00 106493/00 WHEELER, LUCY (PARENT REIMBURSE) 641 CALABRIA COURT EL DORADO HILLS, CA 95762 01-9494-0-4300-1110-1000-024-0061-94-000 NN 75.69 PV-220734 04/27/2022 TARGET EGG HUNT 04042022 45.92 PV-220734 04/27/2022 TARGET EGG HUNT 01-9494-0-4300-1110-1000-024-0061-94-000 NN 04042022 121.61 * 121.61 TOTAL PAYMENT AMOUNT 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 97,749.68 *** 0.00 97,749.68 TOTAL BATCH PAYMENT TOTAL USE TAX AMOUNT 315.28 97,749.68 97,749,68 **** 0.00 TOTAL DISTRICT PAYMENT 315.28 TOTAL USE TAX AMOUNT District Designee 97,749.68 **** 0.00 97,749.68 TOTAL FOR ALL DISTRICTS: 315.28 TOTAL USE TAX AMOUNT

Number of checks to be printed: Number of zero dollar checks: 37, not counting voids due to stub overflows. 12, will be printed.

97,749.68

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UI	GENERAL	LOND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	Lake Forest School Jackson School Maintenance Pleasant Grove Middle School DISTRICTWIDE SERVICES DISTRICTWIDE SERVICES Pleasant Grove Middle School Pleasant Grove Middle School DISTRICTWIDE SERVICES Jackson School Lake Forest School Marina Village School Operations DISTRICTWIDE SERVICES DAISTRICTWIDE SERVICES DISTRICTWIDE SERVIC
220768	ABDO	ABDO Order for LF Library	1,263.50	Lake Forest School
220787	ABDO	Book Order for Library	1,700.18	Jackson School
220777	AIR GAS	Open PO	500.00	Maintenance
220756	AMAZON CAPITAL SERVICES INC	CURRENT AVID DON. BLNKT PO	1,000.00	Pleasant Grove Middle School
220761	AMAZON CAPITAL SERVICES INC	Items on google sheet 3/29/22	542.05	DISTRICTWIDE SERVICES
220778	AMAZON CAPITAL SERVICES INC	April 5 spreadsheet supplies	834.29	DISTRICTWIDE SERVICES
220789	AMAZON CAPITAL SERVICES INC	AMAZON- LEADERSHIP	899.61	Pleasant Grove Middle School
220790	AMAZON CAPITAL SERVICES INC	AMAZON-GEN BAND	248.14	Pleasant Grove Middle School
220779	APPLE COMPUTER INC	6 1Pads	3,330.02	DISTRICTMINE SERVICES
220786	BAD WOLF PRESS	Oceanography Play	0/4 40	Lake Ferrest School
220774	BAKE BOOKS	Bare Books	540.09	Manina Villago School
220752	BLICK ARI MATERIALS	lara Lubic COVID \$ / Outdoored	00.00	Openations
220795	BLISS POWER AND LAWN EQUIP	New Blower and Infillier	900.40 15 070 00	nietnictuine ecovices
220785	BROOKE FEELIKIC TTC	MV - Camera wiring	280 00	DISTRICTMINE SERVICES
220753	BUKEAU OF EDUCATION & RESEARCH	/ Designations 2 5 HoverCome	7 475 51	DISTRICTWIDE SERVICES
220709	CDM-G	Lonton	1 330 03	DISTRICTWIDE SERVICES
220770	CDM-G	Chromebook for Joel	552 73	DISTRICTWIDE SERVICES
220773	CENTED FOR THE COLLARODATIVE	SIDDS Exten & Chall Kit 4th ed	3 947 31	Green Valley School
220770	CTI	22" chromehox	462.25	DISTRICTWIDE SERVICES
220777	CTI	10 22" Monitors	1.598.03	DISTRICTWIDE SERVICES
220798	CUSTOMINK	5th T-Shirts	1.290.35	Lakeview
220788	DEMCO INC	End of year library supplies	218.40	DISTRICTWIDE SERVICES
220754	DHARMA TRADING COMPANY	Tye Dye kit for 8th gr. scienc	371.86	Marina Village School
220767	DISCOUNT SCHOOL SUPPLY	Outdoor Easels	586.99	Lake Forest School
220797	ELITE IMAGE PROMOTIONAL PROD.	BANRS-CUR. AVID DON. PTO REIMB	259.67	Pleasant Grove Middle School
220763	ENABLING DEVICES	Items for Student in EDCOE	985.45	DISTRICTWIDE SERVICES
220762	FOLLETT SCHOOLS SOLUTIONS INC	J - books per Credit Voucher	399.74	DISTRICTWIDE SERVICES
220792	FOLLETT SCHOOLS SOLUTIONS INC	Library Books	576.30	Lakeview
220749	GOLD DISCOVERY PARK	4th gr field trip - Marshall	655.00	Rescue School
220757	GOPHER SPORT	ODE for site	596.40	Green Valley School
220765	GOPHER SPORT	Outdoor Ed	5,298.31	Lake Forest School
220773	GOPHER SPORT	ODE for Site	851.25	Green Valley School
220793	GOPHER SPORT	GOPHER-GEN DON. PIO REIMB.	431.90	Preasant Grove Middle School
220801	GOPHER SPORT	pe equipment	2,040.10 1 750.00	Meintenance
220764	CDADUATION CUITET	CDAD OUTLET-CUBB AVID DON	/,330.00 /,27.37	Placeant Crove Middle School
220783	GRADUATION OUTLET	GRAD. OUTLET-CORK. AVID DON	427.37 152 10	Lakoviou
220730	INSECT LUKE PRODUCTS	Troe Personal for MV	850.00	Maintenance
220794	MINIOD I IBDADA CHILD	Library Rooks	165 17	Lakeview
220751	IAKESHODE LEADNING MATERIALS	Lakeshore tricycles	584.36	Green Valley School
220756	LAKESHORE LEARNING MATERIALS	Outdoor Ed. Materials	536.60	Lake Forest School
220747	MAR-CAI	Health/Regular CUM Files	85.31	Rescue School
220782	MAT-TECH LLC	MAT-TECH- AVID DON. CURR	1,490.78	Pleasant Grove Middle School
220799	NILES BIOLOGICAL	supplies for science assembly	382.47	Green Valley School
220760	ORIENTAL TRADING COMPANY INC	ORIENTAL TRADING- CUR. AVID	8.89	Pleasant Grove Middle School
220755	PACIFIC OFFICE AUTOMATION	RISO Supplies	440.15	Lakeview
220780	PACIFIC OFFICE AUTOMATION	Toner & Masters for Riso (Lib)	287.00	Jackson School
220784	QUILL CORPORATION	supplies	2,000.00	Rescue School
220781	RAY MORGAN COMPANY	Staples for Copiers	126.56	Lakeview
220758	RAYMOND GEDDES CO. INC	Superballs for rewards/library	61.67	Green Valley School

J80773 POX600 L.00.00 05/02/22 PAGE 2 CUTOFF DATES: 03/29/2022 TO 04/29/2022

01	GENERAL FUND			
P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
220802 220800 220803 220796 220748 220759	READ NATURALLY INC SACRAMENTO BALLOON CO SCHOLASTIC TEACHER STORE SCHOOL SERVICES OF CALIFORNIA SCHOOL SPECIALTY LLC STAPLES ADVANTAGE	Intervention books 5th Promo Balloons Guided reading books CONSTRUCTION BASICS B PAGE Laminating film STAPLES-AVID- PAPER	2,216.03 351.30 1,550.72 250.00 205.58 919.98	Rescue School Lakeview Rescue School DISTRICTWIDE SERVICES Rescue School Pleasant Grove Middle School
		TOTAL FUND	69,442.41	
		TOTAL DISTRICT	69,442.41	

015 RESCUE UNION SCHOOL DISTRICT

P.O. BOARD REPORT FUND TOTALS RECAP J80773 POX600 L.00.00 05/02/22 PAGE 3 CUTOFF DATES: 03/29/2022 TO 04/29/2022

FUND	************	AMOUNT	
01	GENERAL FUND	69,442.41	
	TOTAL DISTRICT	69,442.41	

ITEM #: 11A

DATE: May 10, 2022

RESCUE UNION SCHOOL DISTRICT

AGENDA: Certificated Administrative 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 administrative personnel changes are listed on the agenda.

Name	Personnel	FTE	Position	School or	Effective
	Action			Dept.	Date
Sara (Sunshine) Handley	Employment	1.0	Director of Special	District Office	5/12/2022
			Ed/Student Services		
Jana Vermette	Employment	1.0	Elementary Principal	Lake Forest	7/1/2022

FISCAL IMPACT:

Fiscal impact will be reflected in the 2021-2023 and 2022-2023 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.

ITEM #: 11B

DATE: May 10, 2022

RESCUE UNION SCHOOL DISTRICT

AGENDA: Certificated Personnel

RECOMMENDATION:

The Superintendent is recommending the Board of Trustees approve the following personnel actions.

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
Angelica Garcia	100% LOA	1.0	Teacher	Rescue	7/1/2022
Kirsten Hart	40% LOA	.60	Teacher	Lake Forest	7/1/2022
Mckenzie Southard	Resignation	1.0	Teacher	Rescue/LOA	5/27/2022

FISCAL IMPACT:

Fiscal impact will be reflected in the 2022-2023 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.

ITEM #: 11C

DATE: May 10, 2022

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Classified Personnel

RECOMMENDATION:

The Superintendent recommends the Board approve the following personnel actions.

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
Cendejas, Ashley	Employment	.38	Yard Supervisor	Pleasant Grove	04/06/22
Clemons, Cristina	Employment	.75	Itinerant Independence Fac.	Jackson	03/21/22
Garcia, Jessica	Employment	.38	Food Service Worker	Food Service	04/04/22
LaNore-Locatelli, Ashley	Employment	SUB	Yard Supervisor	Rescue	03/07/22
Knight, Abby	Employment	.38	Itinerant Independence Fac.	Jackson	05/02/22
Verissimo, David	Employment	.38	Yard Supervisor	Marina Village	04/08/22
Feigles, Charlene	Promotion	1.0	Dispatcher/Relief Driver	Transportation	04/26/22
Dalton, Carol	Resignation	.14	Instructional Assistant	Jackson	04/07/22
Feigles, Charlene	Resignation	.86	Bus Driver/Mail Run	Transportation	04/25/22
Mason, Christina	Resignation	.50	DO Office Clerk	District Office	05/31/22
Employee #3999	Dismissal	.49			03/29/22
Employee #4042	Dismissal	SUB			04/07/22

FISCAL IMPACT:

Fiscal impact will be reflected in the 2021-2022 and 2022-2023 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.

ITEM #: 11D

DATE: May 10, 2022

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
Mason, Christina	Promotion	1.0	Administrative Assist.	District Office	06/01/22

FISCAL IMPACT:

Fiscal impact will be reflected in the 2021-2022 and the 2022-2023 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.

ITEM #: 12

DATE: May 10, 2022

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Budget Revisions and Transfers - Resolution No. 22-06

RECOMMENDATION:

The Board of Trustees gives approval to the District Superintendent, or designee, in accordance with the provisions of Section 42601 of the Education Code, to make budget transfers and revisions to the current year budget as may be necessary to permit payments of the obligations that the School District incurred during the 2021-2022 school year, as recommended by administration.

BACKGROUND:

Board policy requires that all budget revisions and transfers between expenditure classifications be approved by a majority vote of the board. (BP 3110 (a))

STATUS:

The district budget will be adjusted for additional revisions and necessary transfers that reflect operating conditions through the end of the 2021-2022 fiscal year.

FISCAL IMPACT:

None

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.

RESCUE UNION SCHOOL DISTRICT RESOLUTION NO. 21-06 BUDGET REVISIONS AND TRANSFERS

On motion of member	, seconded by member				
	the following resolution is adopted:				
gives approval to the District Superintender of Section 42601 of the Education Code,	of Trustees of the Rescue Union School District hereby nt, or his designee, in accordance with the provisions to make such transfers between expenditures on the nit payments of the obligations that the school district				
PASSED AND ADOPTED by the Board of 2022.	Trustees by the following vote on the 10 th day of May,				
AYES:					
NOES:					
ABSENT:					
ABSTAIN:					
	President of the Board of Trustees				
ATTEST:					
Clerk of the Board of Trustees					

ITEM#: 13

DATE: May 10, 2022

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Agreement with Camino Union School District for Technology Support Specialist

RECOMMENDATION:

The Superintendent is recommending the Board of Trustees approve the agreement with Camino Union School District for the services of the Technology Support Specialist.

BACKGROUND:

Since 2019-20 Rescue Union Schools District has had a shared contract for Technology Support Specialist. For 2022-23, Camino Union School District has requested the contractual arrangement continue.

STATUS:

Camino District will contract with Rescue for the Technology Support Specialist expenditures for 2022-2023. The effective date of the contract is July 1, 2022. The services to be provided will be technology support.

FISCAL IMPACT:

Fiscal impact will be reflected in the 2022-23 budget.

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.



TECHNOLOGY SUPPORT SERVICES AGREEMENT FOR 2022-2023 BETWEEN RESCUE UNION SCHOOL DISTRICT AND CAMINO UNION SCHOOL DISTRICT



This Agreement is made and entered into on this 4 day of May, 2022 by and between the RESCUE UNION SCHOOL DISTRICT of El Dorado County, (hereinafter referred to as "Rescue") and the CAMINO UNION SCHOOL DISTRICT of El Dorado County, (hereinafter referred to as "Camino"), regarding the maintenance of a technology support services model.

RECITALS

WHEREAS, Rescue and Camino mutually desire to provide quality technology services for pupils in their districts in the most effective and economical way possible;

WHEREAS, both Rescue and Camino have thoroughly investigated the joint service of a technology support specialist, and have found that such a joint service provision to be the most cost effective and efficient method by which to provide technology support in their district; and

NOW, THEREFORE, IN CONSIDERATION OF THE ACTS AND PROMISES CONTAINED HEREIN, the parties agree as follows:

AGREEMENT

1. Technology Support Specialist:

The term "Technology Support Specialist" or "employee" as used herein shall mean a trained staff member who meets all requirement of the Technology Support Specialist job description and shall include any substitute, temporary, or other replacement employee.

2. Employment:

Rescue shall employ, engage, and hire an employee as a Technology Support Specialist. It is understood and agreed that the Technology Support Specialist is at all times relevant herein; including determining status for workers' compensation claims, an employee of Rescue.

3. Duties and Responsibilities:

It is understood and agreed that Technology Support Specialist shall perform such duties as set forth in the attached Rescue "job description," which are hereby incorporated and made a part of this Agreement as if fully set forth herein and marked as Exhibit A, and shall otherwise perform such duties as customarily performed by one holding such position.

4. Supervision:

It is understood and agreed that Technology Support Specialist shall be under the general supervision, orders, advice, and direction of Rescue. However, it is further understood and agreed that at such times Technology Support Specialist is performing services for Camino at the direction of Rescue, Technology Support Specialist shall be subject to Camino supervision, orders, and advice.

5. Evaluation:

Technology Support Specialist shall be evaluated by Rescue subject to input by Camino.

6. Compensation:

Any and all payment to Technology Support Specialist shall be the responsibility of Rescue, who shall have full authority to determine the Technology Support Specialist's level of compensation, including benefits.

7. <u>Continuation of Employment:</u>

Subject to consultation with Camino, Rescue shall have full and exclusive authority to determine whether and to what extent Technology Support Specialist shall continue in the employment of Rescue.

8. Dates and Time Performing Services:

It is understood and agreed that Technology Support Specialist shall perform such services at such time and in such manner for Rescue and Camino agree upon up to one hundred four (104) paid days which includes prorated vacation. Holidays and paid-out vacation time will be prorated between Rescue and Camino based upon total workdays and added to the workdays for payment to Rescue.

If mutually agreed to by both parties, the Technology Support Specialist may work

additional days over the assigned amount or overtime and this cost will be billed in addition to the agreed upon contracted days.

10. Payment:

Camino shall make payment to Rescue for Technology Support Specialist services in an amount and in a manner as follows:

Total hours/days of service including holidays, vacation, overtime, and sick time based on the Rescue School District Technology Support Specialist Salary Schedule rate, at the appropriate placement, plus prorated fringe benefits, including medical, vision, and dental.

Rescue shall bill Camino on an annual basis for the services they have received to date. If during the year any changes are made to the Technology Support Specialist Salary Schedule or benefits; the hourly/daily rate calculation will be updated with the current information and differences will be included on the billing.

Billing will be for actual days served at the end of the school year and will be based on the final board approved 2022-23 Technology Support Specialist Salary Schedule.

11. Sick Days and other Absences:

It is understood and agreed that if Technology Support Specialist is sick or otherwise absent for any reason on days he is assigned to Camino, such days shall be chargeable to Camino. Notwithstanding anything contained herein to the contrary, if other days are available for exchange for said days of absence, then Camino and Rescue may agree to another schedule.

12. <u>Transportation and Out-of-Pocket Expenses</u>:

Reimbursement for any transportation or out-of-pocket expenses to which Technology Support Specialist is entitled, relative to Camino shall be the responsibility of Camino. Authorization to make such claims (i.e., purchase orders, mileage reimbursement requests) shall be made through Camino District Office and reimbursement is contingent on receiving prior written approval from Camino's Superintendent.

13. Substitute or Temporary Employee:

If Technology Support Specialist is absent for any reason requiring a substitute for

any period of time, Rescue shall be responsible for finding and hiring a replacement at such rate and upon such terms as mutually determined by Rescue and Camino.

14. <u>Duration/ Renewal</u>:

This Agreement is for the remainder of fiscal year, beginning July 1, 2022 and ending June 30, 2023. It may be renewed for additional terms of one year by the following procedure:

- a. On or before February 15th of each year, Rescue shall notify Camino if it wishes to continue this agreement, and of any modifications it desires in terms or conditions.
- b. Within 60 days after receipt of notification from Rescue, Camino shall respond, either accepting the continuation of the agreement with its modifications, rejecting the continuation of the agreement, or counter offering a continuation with new modifications.
- c. If Camino accepts the continuation, but makes new modifications, the parties shall have 30 days in which to reach a final agreement.

CAMINO UNION SCHOOL DISTRICT	RESCUE UNION SCHOOL DISTRICT
By Matt Smith, Superintendent	By Jim Shoemake, Superintendent
Date:	Date:

ITEM#: 14

DATE: May 10, 2022

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Agreement with Buckeye Union School District for Food Services Management

Services

RECOMMENDATION:

The Superintendent is recommending the Board of Trustees approve the agreement with Buckeye Union School District for the services of the Director of Food Services.

BACKGROUND:

The Rescue Union School District has contracted for many years to provide management of the Food Services program at Buckeye Union School District. For 2022-23, Buckeye Union School District has requested the contractual arrangement continue for 50% of the Director of Food Services time.

STATUS:

Buckeye District will contract with Rescue for an amount equal to 50% of the Director of Food Services expenditures for 2022-2021. The effective date of the contract is July 1, 2022. The services to be provided will be managerial services including scheduling, consultation on supervision of staff, consulting on facility design and program operations and oversight of state and federal reporting.

FISCAL IMPACT:

Fiscal impact will be reflected in the 2022-23 budget.

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.



JOINT FOOD SERVICE DIRECTOR AGREEMENT FOR THE 2022-202 SCHOOL YEAR

BY AND BETWEEN



RESCUE UNION SCHOOL DISTRICT AND BUCKEYE UNION SCHOOL DISTRICT

This Agreement is made and entered into on this 4th day of May, 2022 by and between the RESCUE UNION SCHOOL DISTRICT of El Dorado County, (hereinafter referred to as "Rescue") and the BUCKEYE UNION SCHOOL DISTRICT of El Dorado County, (hereinafter referred to as "Buckeye"), regarding the maintenance of a joint food service director delivery model for each school district's food service program.

RECITALS

WHEREAS, Rescue and Buckeye mutually desire to provide food service for pupils in their districts in the most effective and economical way possible:

WHEREAS, both Rescue and Buckeye have thoroughly investigated the joint service of a food service director, and have found that such a joint service provision to be the most cost effective and efficient method by which to provide supervision of their respective food service programs; and

WHEREAS, California Education Code Section 35160 provides authority by which districts may jointly provide for food service; and

NOW, THEREFORE, IN CONSIDERATION OF THE ACTS AND PROMISES CONTAINED HEREIN, the parties agree as follows:

AGREEMENT

1. **SERVICES**:

Either party may avail itself of the Food Services Director services of the Rescue Food Services Department in accordance with the terms set out herein.

Buckeye will receive the following services from the Joint Food Services Director, such duties to include but not be limited to:

- Schedules, allots time, and assigns food services personnel for all food **--**J services operations with the school district.
- Instructs, supervises, and evaluates food service personnel.

- Consults with management about facility design, needed equipment and food service operations.
- Maintains accurate records and reviews all state reports.

2. MANAGEMENT:

The parties shall meet to discuss issues and operating procedures through which food service supervision and evaluation of joint services will be provided.

3. MUTUAL AID:

Parties agree to provide mutual aid to each other upon request. Such mutual aid shall include, but not necessarily be limited to substitute food service employees.

4. PAYMENT:

Buckeye will reimburse Rescue for Food Service Director services in an amount equal to 50% of the cost of the Food Services Director annual salary, mileage stipend and benefits.

Rescue shall be responsible for maintaining employee records; i.e., health benefits, sick leave, vacation and compensatory time.

5. <u>TIME OF PAYMENT:</u>

Buckeye shall pay Rescue on a quarterly basis within 30 days of billing.

6. LIABILITY:

Parties agree to mutually indemnify each other for any liability which arises out of or is related to any claim for damages arising out of or related to the services provided by the Food Services Director. It is agreed and understood that such indemnification shall include the cost of defense of any litigation or other legal action that may result.

7. TERM/RENEWAL OF CONTRACT:

This agreement shall be for a period of one year beginning July 1, 2022, and ending June 30, 2023. It may be renewed for additional terms of one year by the following procedure:

a. On or before February 15th of each year, Rescue shall notify Buckeye if it wishes to continue this agreement, and of any modifications it desires in terms or conditions.

- b. Within 60 days after receipt of notification from Rescue, Buckeye shall respond, either accepting the continuation of the agreement with its modifications, rejecting the continuation of the agreement, or counter offering a continuation with new modifications.
- c. If Buckeye accepts the continuation, but makes new modifications, the parties shall have 30 days in which to reach a final agreement.

RESCUE UNION SCHOOL DISTRICT
Jim Shoemake, Superintendent
Dated:
BUCKEYE UNION SCHOOL DISTRICT
Dr. David Roth, Superintendent
Dated:

EL DORADO COUNTY OFFICE OF EDUCATION

AGREEMENT FOR COUNTY SCHOOL SERVICES TO SCHOOL DISTRICTS FISCAL YEAR 2022/23

915

111.15

The Governing Board of the RESCUE UNION SCHOOL DISTRICT, El Dorado County, hereinafter referred to as "DISTRICT", hereby agrees with the El Dorado County Office of Education, hereinafter referred to as "SUPERINTENDENT", to participate in contract services as follows:

		(1)		(11)	(111)	(IV)
item #	Contract Items	CBEDS or Other basis	×	Rate	= Current Year Cost	Prior Year (ìnfo. only)
PART A -	Contract Items with fixed amount - January Billing or T	ransfer				
DS-500	Anticipated Direct Service Funds Available				\$0	
	PSYCHOLOGIST SERVICES	O DAYS				Ī
DS-400	Psychologist - Paid by Direct Service Funds	0 DAYS		871.00	\$0	
AS-400	Psychologist - Contracted	O DAYS		871.00	\$0	
	NURSE / HEALTH ASSISTANT	0 DAYS				i
DS-410	Nurse/Health Assistant - Paid by Direct Service Funds	 0		1,135.00	\$0	
AS-410	Nurse/Health Assistant - Contracted	0 DAYS		1,135.00	\$0	3 2
	Total District Curriculum Services/Support (Balance of Direct	Service Funds)				1
DS-310	Purchase Orders will be issued and districts will invoice COI	for qualifying services.			\$0	¥
AS-415	SPEECH SERVICES	5.90 FTE		104,745.00	\$ 617,996	561,816
AS-597	SELPA IEP SOFTWARE	3,444 Year 1 of	3	0.5416	\$ 1,865	1,865
AE-305	SPORTS LEAGUE COMMISSIONER	1 SITE		1,020.00	\$ 1,020	1,020
AE-307	ACADEMIC DECATHLON	0 SITE		1,500.00	\$0	
AE-350	DOCUMENT TRACKING SERVICES	O LICENSE		195.00	\$0	
AF-320	COURIER SERVICES	0 MILE		114.00	\$0	
AP-031	SUB TEACHER CALLING	156 TCHR FT	Ε	89.00	\$ 13,904	13,319
AP-037	CLASSIFIED SUBSTITUTE POOL	3,569 CBEDS		1.85	\$ 6,603	6,886
AI-192	QSS MAINFRAME COMPUTER SUPPORT	FORMUL	Α	425,000.00	\$ 42,241	40,279
AI-197A	AERIES HOSTED SERVICES	0 SITE		1,565.00	\$0	
AI-197W	WIDE AREA NETWORK (WAN)	FORMUL	Α	38,033.00	\$ 6,066	5,188
Al-4101	INTERNET CONTENT FILTERING	0 pending		1.42	\$0	
AI-4102	ENDPOINT VIRUS PROTECTION SOFTWARE	350 Year 1 of	3	4.40	\$ 1,538	1,538
PART B -	Contract Item estimates variable based upon usage at	nd/or actual costs - Ja	nua	ry/June Billi	ng or Transfe	r
BS-410V	HEALTH TEST SRVCS - VISION	1,933 STUDEN	-	3.23		6,244
BS-410H	HEALTH TEST SRVCS - HEARING	O STUDEN	Т	5.00	\$0	- 1
BP-030P	OSHA MANDATE FEDERAL POSTERS	11 SET		31.68	\$ 350	349
BP-030B	IDENTIFICATION BADGES	0 EACH		0.75	\$0	
BP-030L	IDENTIFICATION BADGES W/LANYARD	0 EACH		2.25	\$0	
BP-030A	ED-JOIN SERVICES	3,493 PPY P2 AI	Α	0.2500		873
BI-197W	DISTRICT WIRELESS SUPPORT SERVICES	O UNITS		TIERED		1 1
BI-197A	DISTRICT APPLICATION HOSTED SERVICES	O GB		TIERED	\$0	3.
BI-203	DISTRICT DATA STORAGE/BACKUP SERVICES	O GB	0.	TIERED		148
BB-004	TIMBER COALITION SERVICE	3,569 CBEDS		0.1345		461
						=/;

EL DORADO COUNTY OFFICE OF EDUCATION

AGREEMENT FOR COUNTY SCHOOL SERVICES TO SCHOOL DISTRICTS

FISCAL YEAR 2022/23

915

		(1)	(11)	
Item #	Contract Items	CBEDS or Other basis	Rate	
PART C -	Contract Item estimates variable based upon usage an	nd/or actual costs - Month	ly Billing or Tra	ansfer
CS-3140	SPECIAL EDUCATION ONE-ON-ONE LVN / RN / LVN Aide	HOUR	54.00	
CS-1700	SPECIAL EDUCATION ONE-ON-ONE CLSRM AIDE	HOUR	35.00	
CS-599	SPECIAL EDUCATION TRANSPORTATION DAYS 180	DAY/STDT	80.00	
CP-030T	CDT RANDOM DRUG & ALCOHOL TESTING	DRIVER	49.25	
CP-030R	FINGERPRINTING - ROLLING FEE	EACH	40.00	
CP-030D	FINGERPRINTING - DOJ BASE FEE	EACH	32.00	· C
CP-030F	FINGERPRINTING - FBI BASE FEE	EACH	17.00	
CF-175	DEVELOPER FEE SERVICES	% FEE	3.00%	
CI-197	NETWORK/SYSTEM ADMINISTRATION SERVICES	HOUR	121.00	
CI-204	DISTRICT COMPUTER TECHNICIAN	HOUR	72.00	e V
PART D -	FACILITY USE - Invoice County on "as needed" basis			
DF-080	FACILITY USE - HEALTH SERVICES DEPT	HOUR	20.00	

SERVICES PROVIDED:

Services are to be provided by and under the direction of the Superintendent and shall be rendered to the District in the same manner and with the same rights and privileges as are extended to all other school districts participating in the same or similar services rendered by the Superintendent except as may be further defined or limited as follows:

DIRECT SERVICE FUNDS:

In full payment therefore, the Superintendent is hereby authorized to transfer from the District Direct Services Allocation an amount equal to the total contract obligations as assigned above. Any Direct Service Allocations unused by these services will be made available to the District upon invoice for qualifying expenses as authorized by the Deputy Superintendent, Educational Services.

PAYMENT:

Parts A and B

In full payment therefore, the Superintendent is hereby authorized to transfer from the General Fund or other appropriate funds of the District to the County School Services Fund maintained by the Superintendent before the close of any school year during which this agreement is valid, an amount equal to the total contract obligations determined above, invoiced items excluded. The Superintendent shall promptly notify the District of the date and amount of each transfer. Part C

Superintendent is hereby authorized to invoice for services provided above which are delivered on an "as needed" basis, due thirty (30) days from the invoice date.

FACILITY USE INVOICES:

District is to invoice County for services provided above in Part D which are delivered on an "as-needed" basis. Amounts are due and payable to the District by the County within thirty (30) days of invoice.

	RESCUE UNION SCHOOL DISTRICT	EL DORADO COUNTY OFFICE OF EDUCATION	
Ву	Jim Shoemake, Superintendent	Date 53122 By Wendy Frederickson, Deputy Superintendent	Date
	Jill Stochlage, Superficence in	welldy Frederickson, Deputy Superintendent	



AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2022, between the RESCUE UNION SCHOOL DISTRICT ("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

- 1. ENGAGEMENT. Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client's interests, to keep Attorney fully informed of developments material to Attorney's representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.
- 2. RATES TO BE CHARGED. Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).
- 3. REIMBURSEMENT. Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services.
- 4. MONTHLY INVOICES. Attorney shall send Client a statement for fees and costs incurred every calendar month (the "Statement"). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.
- 5. COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT. The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product

Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

- 6. POTENTIAL AND ACTUAL CONFLICTS OF INTEREST. If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.
- 7. INDEPENDENT CONTRACTOR. Attorney is an independent contractor and not an employee of Client.

8. TERMINATION.

- a. <u>Termination by Client</u>. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.
- b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.
- c. <u>Following Termination</u>. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date

of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

- 9. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.
- 10. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. DISPUTE RESOLUTION.

- Mediation. Except as otherwise set forth in this section, Client and Attorney a. agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.
- b. <u>Dispute Regarding Fees</u>. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).
- c. <u>Binding Arbitration</u>. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by

the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

- d. <u>Effect of Termination</u>. The terms of this section shall survive the termination of the Agreement.
- 12. ENTIRE AGREEMENT. This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.
- 13. SEVERABILITY. Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.
- 14. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

- 15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.
- 16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE
Rescue Union School District	Lozano Smith, LLP
BY (Authorized Signature)	BY (Authorized Signature) Karen M Parenales
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 04/22/2022



PROFESSIONAL RATE SCHEDULE FOR RESCUE UNION SCHOOL DISTRICT

1. HOURLY PROFESSIONAL RATES

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

Partner** / Senior Counsel / Of Counsel

Associate

\$ 275 - \$ 350 per hour

\$ 215 - \$ 285 per hour

Paralegal / Law Clerk

\$ 135 - \$ 195 per hour

Consultant

\$ 135 - \$ 195 per hour

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing \$ 0.25 per page
Facsimile \$ 0.25 per page
Postage Actual Usage
Mileage IRS Standard Rate

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

Partner / Senior Counsel / Of Counsel
Associate \$ 400 per hour

Paralegal / Law Clerk \$ 200 per hour

^{*} Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

^{**} Rates for work performed by Senior Partners with 20 years of experience or more may range from \$350 - \$385 per hour. ²²⁹

²²⁹ Sale or Lease of Sale Property Work:

LICENSE AGREEMENT BETWEEN THE RESCUE UNION SCHOOL DISTRICT AND THE WATERFORD HOMEOWNERS ASSOCIATION

THIS LICENSE ("Agreement"), effective on the 25 day of PRI , 2022, is entered into by and between the Rescue Union school District ("District"), a public school district existing under the laws of the State of California, County of El Dorado, and the Waterford Homeowners Association, a homeowners ("HOA"). The District and the HOA ("Licensee") shall be referred to individually as "Party" and collectively as "Parties."

1

RECITALS

WHEREAS, the District owns and operates Location at the Lake Forrest Elementary School campus, commonly known as 2240 Sailsbury Dr., El Dorado Hills, including the landscaped area at the corner of Francisco Dr. and Kensington Dr. covering approximately ____ square feet of the landscaped area therein located ("Location"); and

WHEREAS, Licensee seeks to have access to Location for the prupose of completing a charitable Donation Activities to the District comprising landscaping improvements ("Donation Activities"); and

WHEREAS, the District is willing and able to provide the Licensee access to the Location to conduct the Donation Activities consistent with the terms and conditions of this Agreement.

WHEREAS, the HOA desires to make such charitable Donation Activities to the District without consideration in its favor;

WHEREAS, the District desires to grant this license to ensure protection of its property during the delivery of the HOA Donation Activities;

NOW, THEREFORE, the Parties hereby agree as follows:

##.

TERM OF AGREEMENT

2.1 The term of this Agreement shall commence on April 18, 2022 and shall remain in effect for 90 days or until the Donation Activities are concluded, whichever occurs first.

4

PROPERTY DESCRIPTION

3.1 The Location comprise the following, as depicted in Attachment "A," the Site Map:

Lake Forest Elementary School, 2240 Sailsury Drive, El Dorado Hills, CA 95762.

USE OF THE PROPERTY

- 4.1 The District will make the Location available for the Licensee to conduct the Donation Activities.

 All arrangements for access to the Location shall be made with The District Facilities Director in advance of Licensee's use of the Location.
- 4.2 The District's use of the Location shall in no way be altered or impacted by the Licensee's use, and the District shall in no way be required to obtain Licensee's permission to use the Location. In the event there is any conflict between the District's use and the Licensee's use of the Location, the District's use shall take priority.
- 4.3 As it relates to its use of the Location, the Licensee shall maintain the Location in good, clean and safe condition.

V.

TERMINATION OF AGREEMENT

5.1 This Agreement is terminable at will by District, and may be terminated by Licensee at any time and for any reason upon thirty (30) days written notice.

VI.

ASSIGNMENT

This License is personal to Licensee, and not a transferable interest, or any interest in the Location. The Licensee shall not assign its interests in this Agreement. Any assignment, encumbrance, or sublease of the Location without District's consent shall be voidable and, at the District's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a waiver of the provisions of this section.

VII.

INSURANCE

- 7.1 The Licensee agrees to maintain and keep in force during the term of this Agreement comprehensive, broad form, general public liability insurance against all claims and liabilities for personal injury, death, or property damage arising out of its performance or non-performance of this Agreement and/or the Licensee's access and use of the Location, including the following policies/coverage:
 - (i) Commercial General Liability Insurance and/or self-insurance, which shall include coverage for: bodily injury, property damage, contractual liability, products and completed operations, personal and advertising injury, sexual abuse/molestation, and sexual harassment with combined single limits of not less than \$5,000,000 per occurrence. Additionally, Excess Liability coverage shall be procured in the amount of up to \$20,000,000 per occurrence.
 - (ii) Commercial Automobile Liability Insurance and/or self-insurance covering owned, non-owned, and hired autos, with a combined single limit (CSL) of \$5,000,000 per occurrence.

- (iii) Worker's Compensation Insurance and/or self-insurance, as required by applicable law, with not less than statutory limits.
- (iv) Property And Fire Insurance and/or self-insurance shall be provided to protect: (a) Real Property, against risk of direct loss, commonly known as Special Form, and (b) Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of the Licensee. If any District property is leased, rented or borrowed, it shall also be insured by the Licensee in the same manner as (a) and (b) above.
- 7.2 The District agrees to maintain and keep in force during the term of this Agreement liability to cover damage arising out of its performance or non-performance of this Agreement, and property damage insurance on all structures subject to this Agreement.

VIII.

INDEMNIFICATION

Licensee shall be responsible for, and District, its Board members, officers, agents, 8.1 employees, students and invitees ("District Parties") shall not be answerable or accountable in any manner for any loss or expense by reason of any damage or injury to person or property, or both, arising out of the acts, omissions, and/or negligence of Licensee, its agents, officers, employees, students, guests or invitees ("Licensee Parties"), or resulting from Licensee Parties' activities at the Location or from any cause whatsoever arising out of or in connection with this Agreement or any other use or operations at the Property including the Location and Sports Location by Licensee. Licensee shall indemnify and defend District Parties against and will hold and save them and each of them harmless from any and all actions, claims, liens, damages to persons or property, penalties, obligations or liabilities, including attorneys' fees, that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with Licensee Parties' activities at the Location, this Agreement, and any other Licensee use of and operations at the Location pursuant to this Agreement, but excluding such actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the active negligence or willful misconduct of District Parties. Licensee further agrees to indemnify, defend and hold harmless District Parties and each of them from any claim or cause of action arising out of or related to liability resulting from violation by Licensee of any applicable Federal, State or local statute, ordinance, order, requirement, law or regulation that may adversely affect the Location. Licensee further agrees to indemnify, defend and hold harmless District Parties and each of them from any claim or cause of action arising out of or related to any personal property of Licensee Parties stored at the Location.

In connection therewith:

- (i) <u>Actions Filed</u>. Licensee shall defend any action or actions filed in connection with any of said claims, liens, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.
- (ii) <u>Judgments Rendered</u>. Licensee shall promptly pay any judgment rendered against Licensee Parties or District Parties covering such claims, liens, damages, penalties, obligations and liabilities arising out of or in connection with such use of and operations at the Location referred to herein and agrees to save and hold District Parties harmless therefrom.
- (iii) <u>Costs and Expenses; Attorneys' Fees</u>. In the event any District Parties are made a party to any action or proceeding filed or prosecuted against Licensee Parties for such damages

or other claims arising out of the use of and operations at the Location, Licensee agrees to pay District Parties any and all costs and expenses incurred by them in such action or proceeding together with reasonable attorneys' and expert witness fees.

- 8.2 The provisions of this Section shall survive the termination or expiration of this Agreement.
- (a) Parking. Parking in the parking lot shall not be reserved and shall be limited to standard-sized automobiles. Licensee shall not allow large trucks or other large vehicles to use the parking lot on the Property and shall not allow overnight parking. All vehicles shall be parked only in marked parking areas and not in driveways, loading areas, or other areas not specifically designated for parking. Notwithstanding the above, and subject to any City requirements or restrictions, Licensee may park the four (4) Licensee vans overnight and may also allow overnight parking when Licensee's employees are attending overnight professional development or other school-related trips.
- (b) Access. Licensee shall permit District, its agents, representatives or employees, to enter upon the Property and Location for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the Property or Location. District shall attempt to give reasonable notice where practicable and shall make every effort not to disturb Licensee's Program, but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants. The District shall ensure that any District employee, agent or representative that enters upon the Property and Location and may have contact with Licensee's students has complied with all applicable requirements regarding fingerprinting and TB testing.
- (c) <u>Taxes</u>. The parties recognize that District, as a government entity, is exempt from the payment of property taxes. Licensee shall be solely responsible for the payment of all Licensee's possessory interest taxes, if any, during the term of the Agreement. Pursuant to Section 107.6 of the California Revenue and Taxation Code, District hereby notifies Licensee that: (i) the Location are subject to possessory interest taxes, and that such taxes shall be paid by Licensee; and (ii) Licensee may be subject to the payment of property taxes levied on the possessory interest obtained by Licensee. The parties acknowledge that during the term of this Agreement, Licensee shall be solely responsible for any and all possessory interest taxes and related charges and expenses (collectively, "Possessory Interest Taxes") imposed with respect to the Location, and shall indemnify, defend and hold harmless the District against all Possessory Interest Taxes. This statement is intended to comply with Section 107.6 of the Revenue and Taxation Code. Further, nothing herein shall comprise, or be construed to comprise, an opinion by or on behalf of the District as to the tax treatment of the Donation Activities, including, without limitation, any charitable donation credit that HOA may seek at any point.
- (d) <u>Environmental Matters</u>. District represents that, to its knowledge, the Property has not been used for the generation, storage, treatment or disposal of Hazardous Materials, as defined below. Subject to the indemnification language below, District acknowledges that, to its knowledge, Licensee did not cause or allow for the generation, storage, treatment or disposal of any Hazardous Materials on the Property prior to Licensee's occupancy of the Property. Similarly, Licensee represents that, to its knowledge, Licensee did not cause or allow for the generation, storage, treatment or disposal of any Hazardous Materials on the Property prior to Licensee's occupancy of the Property. In addition, District represents that to its knowledge no Hazardous Materials or underground storage tanks are located on or near the Property.
- (i) <u>Indemnification of District</u>. Except to the extent of District's negligence or intentional misconduct, Licensee and its heirs, successors, assigns, trustees, and beneficiaries shall indemnify, defend and hold harmless District, its officers, directors, shareholders, representatives and

their respective successors and assigns from and against all judgments, suits, proceedings, liabilities, losses, costs, judgments, orders, obligations, damages, expenses or claims (whether by third parties or governmental authorities) arising out of or in any way relating to any such claims, costs, remediation, cleanup or damages which are incurred by District as a result of a release or discharge of Hazardous Materials, as defined below, onto or in the Property caused by the acts or omissions of Licensee, its agents, representatives or employees in connection with this Agreement.

(ii) Scope of Indemnification. The indemnity obligation in this Section includes, but is not limited to, remedial, removal, response, abatement, cleanup, legal, investigative, and monitoring costs, penalties, fines and disbursements (including, without limitations, attorneys', consultants', and experts' reasonable fees) of any kind whatsoever, which may at any time be imposed upon or incurred by District or any other indemnitee arising, directly or indirectly and caused by the acts or omissions of Licensee, its agents, representatives or employees in connection with this Agreement, (a) from requirements of any federal, state or local environmental law; (b) in connection with claims by government authorities or third parties related to the condition of the demised premises; (c) from the failure of Licensee or any other indemnitor under this Section, or any other party connected with such indemnitor, to obtain, maintain, or comply with any environmental permit; and/or (d) otherwise arise from the presence or existence of Hazardous Materials on, in or near the demised premises as provided above, including all consequential damages.

hazardous, toxic or dangerous substance, waste, containment, pollutant, gas or material, including, without limitation, gasoline, waste oil and other petroleum products and constituents thereof, which are now or may become regulated under any federal, state or local statute, regulation, ordinance or other law now or hereafter in effect, including, without limitation, any substance, waste or material which is now or hereafter (i) designated as a "Hazardous substance" under the Federal Water Pollution Control Act and/or the Comprehensive Environmental Response, Compensation and Liability Act, (ii) designated as a hazardous waste or regulated substance pursuant to the Resource Conservation and Recovery Act, (iii) designated or listed as a hazardous material under the Hazardous Material Transportation Act, or (iv) is in any way regulated under the laws of the State of California.

iX.

DONATION ACTIVITIES

- 9.1 The Donation Activities are intended by the HOA, and accepted by the District as a charitable donation for no valuable consideration from the District.
- 9.2 The HOA shall have express, written approval by District for any and all changes to be made to the Location, which are generally intended to comprise emplacement of a new school marquee and improved landscaping thereabout
- 9.3 The HOA shall be solely responsible for all kind and manner of compliance with legal requirements for the prosecution of the Donation Activates, including, without limitation, securing and complying with any required permits for and inspections of the Donation Activities.
- 9.4 The HOA shall conduct itself, and shall cause all of its agents, employees, and all others acting on its behalf or under its direction or invitation, to conduct themselves with due care, taking into consideration all information about the conditions at the Location that are observable or furnished by the District, and all information reasonably inferred therefrom, as well as all

obligations stated herein, which the Parties agree and acknowledge as comprising the HOA's standard of due care.

9.5 In addition to the indemnities and other obligations set forth herein, in any event that the HOA causes damage to any property, real or personal, of the District, through any breach of its standard of due care or by willful misconduct, whether in whole or in part, the HOA shall fully compensate the District for the actual and reasonable cost of all necessary repairs and remediation.

X.

GENERAL TERMS AND CONDITIONS

- 10.1 Severability: The unenforceable, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal.
- 10.2 Governing Law: This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.
- 10.3 Modifications: All modifications of or extensions to this Agreement shall be in writing, signed by all of the Parties.
- 10.4 Time: Time is hereby expressly declared to be of essence in this Agreement.
- 10.5 Notices: Any notices desired or required to be given under this Agreement shall be in writing and shall be delivered personally upon the other, or sent by prepaid registered or certified mail addressed to the respective parties as follows:

District:

Location User:

Name of Person/Organization

Address

Attn:

Either Party may change its address or contact person by giving written notice to the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as follows:

DISTRICT:

Lisa Denaldson, Assistant Superintendent

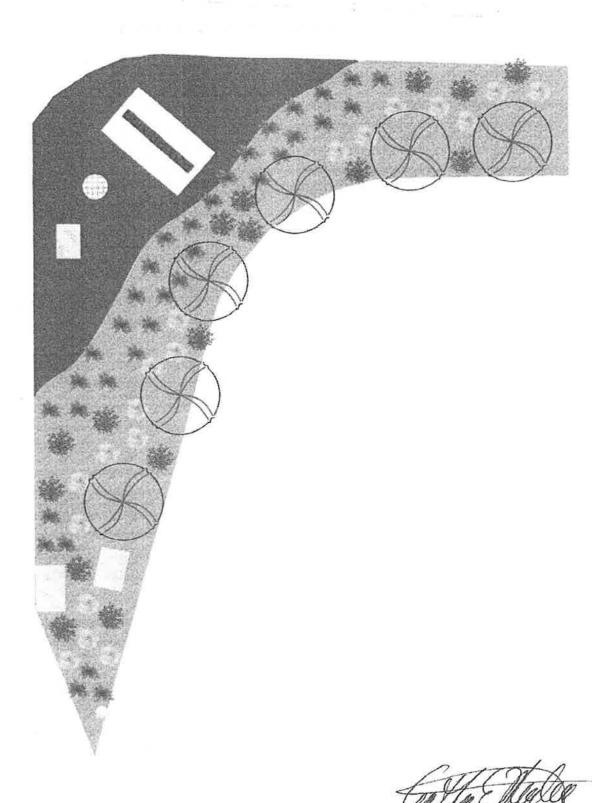
Rescue Union school District

Name

Title

Kensington Dave

RYNYH, N







LOCATION

[description and map to be inserted]

Bidwell Water

Call: 530-343-2423 or 916-383-2423 Email: bidwellwater@gmail.com

Remit Payment to:
Bidwell H2O
PO Box 4224
Chico CA 95927

Estimate

ADDRESS

Rescue Unified School District Attn: Jennifer Jones Support Services 11-12 different school sites ESTIMATE # 1065
DATE 03/10/2022

DATE	ACTIVITY	QTY	RATE	AMOUNT
03/01/2022	Cups Case of 5000 cone cups	1	125.00	125.00
03/10/2022	Bottled Water Bottled Water 5 gallon	1	7.00	7.00
03/10/2022	Cooler Rental Cold only cooler monthly rent per unit	1	7.00 ⁻	7.00

Estimated usage 85-90 - 5 gallon bottles every 2 weeks to 11-12 different sites. Estimate of 20 dispensers needed. 1 year contract 06/01/2022 to 05/31/2023. Cups as requested.

TOTAL

\$139.00

We will deliver every two weeks. No bottle deposits and no delivery fees. Billing will occur monthly, separated by location.

We look forward to earning your business!

Thank you - Robert Smith 530-566-7899

Accepted By

Accepted Date

4/21/22

Rescue Elementary School 3880 Green Valley Rd. Rescue, CA 95672 (530) 677-2720 Cathi Carnes, Secretary

Green Valley School 2380 Bass Lake Rd. Rescue, CA 95672 (530) 677-3686 Sandie Hanson, Secretary

Pleasant Grove Middle School 2540 Green Valley Rd. Rescue, CA 95672 (530) 672-4400 Erin Riviello, Secretary

Jackson Elementary School 2561 Francisco Dr. El Dorado Hills, CA 95762 (916) 933-1828 CoCo Ladd, Secretary

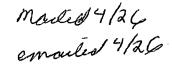
District Office 2390 Bass Lake Rd. Rescue, CA 95672 (530)-677-5446 Christina Mason, DO Clerk Lakeview Elementary School 3371 Brittany Way El Dorado Hills, CA 95762 (916) 941-2600 Anna Doughty, Secretary

Lake Forest Elementary School 2240 Sailsbury Dr. El Dorado Hills, CA 95762 (916) 933-0652 Denise Thomas, Secretary

Marina Village Middle School 1901 Francisco Dr. El Dorado Hills, CA 95762 (916) 933-3993 Karen Freed, Secretary

Facilities/Maintenance/Operations/Transportation 2460 White Oak Rd.
Rescue, CA 95672 (530) 672-4300
Jennifer Jones, Secretary

Water Deliveries	<u>Coolers</u>	Water Bottles
District Office -	To continue to con	
Office	1	8
IT-Board room	1 1	9 .
Pleasant Grove MS-		
School office	2	8
Kitchen	1	1.
Green Valley Elem-		
Office	2	8
Teacher Work room	1	6
Rescue Elem-		
Office	1	7
Marina Village MS-	*	
Office	2	20
Jackson Elem-		
Office	2	8
Lake View Elem-		
Office	3	10
Lake Forest Elem-	- Vinner	
Office	5	20
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<u>FMOT</u>		
Office	1 1	7
	·	
<u>Totals</u>	22	112





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

April 25, 2022

Brookcrest By Culligan Water 1908 D Street Sacramento, CA 95811-1123

Effective June 1, 2022 our agreement for water delivery to our school district will be canceled. Please contact us in regards to the pickup of your water coolers and bottles at each of the sites during the week of May 31-June 3. The accounts are...

1316 01,02,03 Rescue USD Green Valley 2390 Bass Lake Rd Rescue

1317

Rescue USD Jackson 2561 Francisco Drive EDH

1318

Rescue USD Lake Forest 2240 Sailsbury Drive EDH

1319

Rescue USD Lake View 3371 Brittany Way EDH

2502 01,02

Rescue USD Marina Village 1901 Francisco Dr EDH

1112613

Rescue USD Rescue School 3880 Green Valley Road Rescue

393424 01,02 Rescue USD Pleasant Grove 2540 Green Valley Road Rescue

672385

Rescue USD Facilities & Maint 2460 White Oad Road Rescue

Sincerely,

Lisa Donaldson

Asst Supt Business Services Rescue Union School District

Jim Shoemake, Superintendent

American Heart Association Training Site Agreement

This Training Si	te Agreement made this 21 (Day) of April	(Month) 2022 (Year) is
On con	by and between NorCal Emergency Medical Training Site-Col	aining and
RESULL	LUNCOY SCHOOL LOSTVICTTraining Site-C	Organization Name or Individual).

Preface

NorCal Emergency Medical Training, located in Roseville, California which operates an American Heart Association Training Center (the "Training Center") approved by the American Heart Association ("AHA") and authorized to provide Training Center Services. The Training Center shall approve and support Training Sites developed by individuals, local employers and other community and business organizations ("Training Site") to conduct training sessions as approved by the American Heart Association (i.e. AHA educational curriculums) ("Training Sessions") Acceptance of a Training Site and continued affiliation with the Training Center is at the discretion of the Training Center and the Training Center Coordinator.

Training Sites are an individual(s), employer, or other community or business organization which desires to develop a Training Site in compliance with all American Heart Association and NorCal Emergency Medical Training guidelines in accordance with the terms and subject to the conditions hereinafter set forth. NorCal Emergency Medical Training does not accept "Independent Instructors". All Instructors who align with the Training Center must be their own business entity and follow this contract or be part of a Training Site aligned with NorCal Emergency Medical Training and follow all of the guidelines in accordance with the Training Site as provided by the Training Center.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for good and valuable consideration the parties to this Agreement agree as follows:

1. Obligations of NorCal Emergency Medical Training

- Assign a Training Center Faculty for each discipline being taught at the Training Site who will
 do all course monitoring and report back to the Training Center Coordinator.
- b. Ensure that the Training Site meets the same standards as the Training Center with regards to equipment, course completion card management, and Instructors in each discipline that the Training Site is approved to teach.
- c. Maintain current American Heart Association guidelines and information.
- d. Provide policies and procedures that meet and or exceed the requirements of AHA for course reporting, Instructor Certification and Instructor Renewal Certification.
- e. Provide site visits annually and periodically without prior notification to review the Training Site's equipment and teaching materials to ensure AHA and Training Center compliance.

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Training Site Initial:	NorCal EMT Initial:

NorCal Emergency Medical Training - AHA Training Site Agreement

American Heart Association Training Site Agreement

The Training Site hereby acknowledges that the Training Center's review of teaching materials is limited to the determination of whether such materials are in accordance with AHA guidelines. NorCal Emergency Medical Training does not make any representations or warranties regarding the use or effectiveness of the training methods or materials used to conduct or document such training.

- f. Report all necessary training information as requested by the American Heart Association, subpoena or NorCal Emergency Medical Training.
- g. Provide AHA course completion cards, examinations, and instructional updates as required by the AHA in conjunction with AHA Instructor Network and following all Training Center policies.
- h. Provide the Training Site a Quality Assurance plan and provide mentoring to ensure the highest level training is being provided.

2. Training Site Fees

- a. Training Site must pay all fees in the addendum. If the Training Site does not pay all the fees as per the addendum, the Training Site will be unaligned with the Training Center and will not teach any courses until they become realigned with the TC.
- b. All fees must be paid in full annually on or before the contract date, no exceptions.
- c. A copy of the addendum is attached and will have all fees listed.

3. Obligations of Training Site

- a. Keep Training Site fee schedule confidential.
- b. Throughout the term of its Agreement, the US-based TC must
 - i. Secure and maintain general liability insurance in the amount of
 - ii. \$1,000,000 if it offers ACLS and PALS or \$300,000 if it offers BLS ONLY.
- c. Conduct annual self-reviews using the TC Administrative Self-Review as a guide and submit the review to the TC $\,$
- d. The Training Site shall assign a "Site Coordinator" to oversee training operations, act as a liaison with the NorCal Emergency Medical Training, and ensure Training Site compliance. Training site shall maintain strict adherence to all rules and regulations of the AHA and Training Center related to course offering, instruction, delivery, testing, remediation, as well as course documentation, reporting and archiving of documentation.
- e. Training Sites may be designated by the Training Center as Advanced Cardiac Life Support (ACLS), and/or Pediatric Advanced Life Support (PALS) and/or Basic Life Support (BLS) Training Sites. Training Sites will not provide training programs that are not designated in this agreement.
- f. The Training Site shall maintain and ensure all aligned instructors have access to the following:
 - i. Current copy of this agreement
 - ii. Current version of the American Heart Association's *Program Administration Manual*

NorCal Emergency Medical Training A	AHA Training Site Agreement
Training Site Initial:	
Training Site Initial:	NorCal EMT Initial:

American Heart Association Training Site Agreement

- iii. Current copy of the American Heart Association Guidelines for CPR and ECC
- iv. Reference copy of current Instructor Manual(s) and instructor tool kits, including videos, for each discipline the Training Site is authorized to teach.
- v. Current copy of the NorCal Emergency Medical Training, Dispute Resolution Policy
- g. The Training Site shall maintain the following forms in either a paper or electronic format:
 - i. Student Course Evaluation Form
 - ii. All AHA Skills Check Form(s) for each discipline the Training Site is authorized to teach
 - iii. BLS Course Roster (BLS Training Sites only)
 - iv. Advanced Course Roster forms (ACLS & PALS Training Sites only)
- h. The Training Site shall maintain current exams given to them by the Training Center for each discipline authorized in a secure manner that will be inspected by the Training Center.
- i. Only current credentialed AHA Instructors who are aligned with the Training Center shall have access to AHA examinations at all times.
- j. The Training Site shall be solely responsible for all equipment and materials associated with sponsored training courses:
 - Training Sites shall maintain, have access to and have present at courses all
 equipment necessary for course instruction as outlined in the course lesson maps
 for the specific course(s) being taught.
 - ii. All equipment shall be clean, safe and maintained to remain in good working order.
- k. The Training site and its affiliated instructors shall attend annual updates as outlined in the AHA Program Administration Manual for approved instructor renewal training and course updates.
- I. Current Instructors aligned with other AHA Training Centers may assist in the course according to the AHA Program Administration Manual. Training Sites are solely responsible for ensuring that the Instructors aligned with other Training Centers are current by physically examining the Instructor's AHA certification card prior to the start of each course. A copy of this Instructor card will be submitted with course documentation. All Instructors, including those aligned with other Training Centers, must be documented on the Course Report Form including their contact information. It is the responsibility of the non-NorCal Emergency Medical Training aligned Instructor to report this course to their primary Training Center.
- m. NorCal Emergency Medical Training reserves the right to disallow an Instructor or group of Instructors, not aligned with the Training Center, from participating as Instructors in Training Site or Training Center Courses.
- n. All courses must follow the time requirements and agenda found in the Instructor Manual for the specific curriculum.
- o. All Instructors involved in any way with a course must be current AHA Instructors.

4. Training Region

NorCal Emprency Medical Training -	AHA Training Site Agreement
NorCal Emergency Medical Training – Training Site Initial:	
Training Site Initial:	NorCal EMT Initial:

American Heart Association Training Site Agreement

a.	The Training Site is only permitted to provide authorized AHA training within the state of California.	f
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NorCal Emergency Medical Training – AHA Training Site Agreement

4 | Page

NorCal EMT Initial:

American Heart Association Training Site Agreement

5. Course Administration

- a. Pre-Course Requirements: Heartsaver, BLS, ACLS & PALS courses require Training Center pre-approval and notification. Heartsaver, BLS, ACLS and PALS courses completed without pre-approval will not be eligible for course completion cards. The Training Site is to report all classes they are requesting to teach to the Training Center 30 days prior to the course start date. If an unscheduled course is needed and there is not enough time to give a 30 day notice, the Training Site Coordinator must get approval from the Training Center Coordinator or designee and explain the circumstances of the late scheduling prior to administering the course. Pre-approval shall be obtained by submitting the following documentation prior to the course:
 - i. Copy(s) of non-NorCal Emergency Medical Training aligned Instructor cards (If applicable)
 - ACLS and PALS Course administrative requirements (Include ACLS Initial/Renewal Courses & PALS Initial/Renewal Courses and elearning programs).
 - iii. The Training Center's agendas are the only ones to be used by the Training Site
 - iv. Instructors and Instructor Assignments
 - v. Location, Date(s) and course start and end times.
 - vi. Documentation that each student has a current copy of the Student Manual appropriate for the course they are registered for.
 - vii. Provide the Training Center with documentation that each student received a book or brought their own.
 - b. Post Course Requirements within **two (2) calendar days of course completion** via fax or scanned to email. Fax #: 916-787-1788 Email: christy@norcalcpr.com
 - i. Completed BLS, Heartsaver, ACLS or PALS Course Roster
 - ii. If requesting certification cards, payment in full
 - iii. Documentation that each student received a book or brought their own
 - c. Post course requirement within fourteen (14) calendar days of course completion
 - Within 14 calendar days of course completion via hand delivery or mail, the following must be sent to the Training Center
 - ii. Copies of all completed skills check sheets for each student signed and dated by the Instructor with all necessary areas completed.
 - iii. Copies of written test answer sheets for each student, Graded by the Instructor with written score of 84% or better.
 - iv. Completed course evaluation summary.
 - v. Copy(s) of non-NorCal Emergency Medical Training aligned Instructor cards (If applicable)

	NorCal Emgagency Medical Training	g – AHA Training Site Agreement
Training Site Init	NorCal Emporgency Medical Training	NorCal EMT Initial:

American Heart Association Training Site Agreement

6. Training Site Mandatory Record Keeping

- a. The following documentation shall be maintained by the Training Site for a minimum of three (3) years. Training Sites may be required to maintain training records by another government or accreditation agency. These requirements are the sole responsibility of the Training Site. If the Training Site terminates it's affiliation with NorCal Emergency Medical Training, copies of all Training site documentation for the preceding three years shall be delivered to the NorCal Emergency Medical Training Administrative Offices within thirty (30) days and must be submitted prior to the transfer of Instructors to the accepting Training Center. Records will be maintained in paper or electronic format, in order of date and type of course. Training Sites shall be able to forward any training records requested by the Training Center within forty-eight (48) hours of request. Additionally, Training Site will maintain:
 - i. All correspondence from AHA National/Regional and NorCal Emergency Medical Training
 - ii. Manikin cleaning/disinfection records consistent with manufacturer's recommended procedures.
 - iii. Course rosters

7. American Heart Association Heartsaver, BLS, ACLS, and PALS Certification Cards

- a. Cards may be sold in advance of a course and stored at a Training Site only after a thorough inspection of the Training Sites facilities. The Training Site must have a fixed location to be considered for receiving cards in advance of a course. It will be the sole discretion of the Training Center Coordinator to allow a Training Site to pre purchase certification cards and store at the fixed location. Any Training Site given this privilege may have it cancelled without reason or advance notice.
- b. If the agreement is cancelled the certification cards must be shipped back to the Training Center within 48 hours and will be securely stored. Any certification cards sent back to the Training Center will be used for the Training Site in which they were revoked from. The Training Site will not be charged until the balance of the revoked cards is fully used.
- c. Cards must be printed via printer. NO HAND WRITTEN CARDS, NO EXCEPTIONS
- d. The Training Center will only send cards to sites that have active and current Instructors aligned with the Training Center.
- e. Cards sold to Training Sites may only be used in courses that are sponsored by that Training Site and that are being reported to NorCal Emergency Medical Training.
- f. Cards that are lost, voided for incorrect information printed by Training Site, or missing must be reported to the Training Center within twenty-four (24) hours of the incident.
- g. Cards will only be issued for the specific course they are permitted as outlined on the most current AHA course matrix.
- h. Training Sites may issue replacement cards only for students that they:
 - Provided the initial or renewal training for and
 - ii. Have complete documentation on file

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eement EMT Initial:

American Heart Association Training Site Agreement

- i. Training Sites will not issue replacement cards for expired certifications.
- j. The original dates of certification will appear on the certification cards, NOT the replacement date.
- k. Training Sites will indicate the issue date and recommended renewal dates with the month and four digit year. All AHA certification cards are valid for two (2) years. Instructors and Training Sites will not indicate a recommended renewal date less than or more than two (2) years.
- I. Upon course completion all required documentation shall be submitted to the Training Center via fax or scanned in PDF format to email. Fax #: 916-787-1788 Email: christy@norcalcpr.com
- m. NorCal Emergency Medical Training will, upon receipt of complete course documentation and payment in full for course completion cards, remit the appropriate printed cards back to the training site for distribution to students within ten (10) business days.
- n. The Training Center will not send certification cards directly to individual students. Course Completion cards will be sent to the Training Site direct for distribution.
- o. The Training Site will not receive cards if documentation is incomplete or the course did not follow the guidelines set forth by the AHA Instructor Manuals and/or NorCal Emergency Medical Training Policies. Only pre-authorized Heartsaver, BLS, ACLS, and PALS courses are eligible for cards.
- p. The Training Center will not retroactively issue cards for courses taught by Instructors that have expired Instructor Certifications.
- q. The Training Center is not responsible for misspelled names or incorrect information submitted to the Training Center. Replacement cards secondary to Training Site documentation errors will be billed to the Training Site.
- r. If there are any changes to the prices of certification cards, the Training Center will notify the Training Site and give a sixty day notice prior to the price change.

8. Training Site Separation

- a. The term of this Agreement shall be for a 2 year period beginning on the date listed above and remain in effect unless otherwise terminated as outlined below.
- b. Either party shall be permitted to terminate this Agreement, at any time, upon sixty (60) day written notice to the other party. NorCal Emergency Medical Training shall be permitted to terminate this Agreement immediately in the event the Training Site fails to perform its obligations as set forth in this Agreement. This Agreement shall automatically terminate upon the termination of the Training Center Agreement between NorCal Emergency Medical Training and The American Heart Association (AHA).
- c. Prior to separation the Training Site will turn over all previous three (3) years training records (as outlined above) and return all certification cards in their possession. The Training Center will not provide a refund or credit to the Training Site for these cards.

NorCal/Eme/gency Medical Training	- AHA Training Site Agreement
NorCal Emergency Medical Training Training Site Initial:	NorCal EMT Initial:

American Heart Association Training Site Agreement

9. Indemnification

a. The Training Site hereby agrees to indemnify and hold NorCal Emergency Medical Training harmless from any and all claims related to business practices, injuries/exposures or the use of the Training Site by any of the trainees or Instructors and further agrees to indemnify NorCal Emergency Medical Training from any claim, liability, suit, cause of action or expense related to the use, by any of the trainees or Instructors, of any methods or techniques learned in the Training Session. Training Site will carry General Liability Insurance for their business (policy dollar amount as per the American Heart Association's *Program Administration Manual*), and name the Training Center as additionally insured.

10. Copyrights, Advertising and Internet

- a. Training Sites will adhere to the advertising, marketing and internet rules and regulations as set forth in the Program Administration Manual without exception. The Training Center will monitor all marketing material for any AHA curriculums advertised.
- b. Training Sites will not duplicate AHA DVD/Videos, Textbooks or Manuals with the exception of skill checklists or forms that are outlined in the NorCal Emergency Medical Training Instructor Course.
- c. All internet web sites will follow the AHA internet guidelines and will be monitored by the Training Center.
- d. The Training Site must have on their website in an easily accessible location, a header that states "Training Center Affiliation". The following will be mandatory; NorCal Emergency Medical Training, 1512 Eureka Road suite 105 Roseville CA, 95661 www.norcalcpr.com as clickable link and 916-233-2700.
- e. All advertising including internet, media or print must follow the AHA guidelines set forth in the most current Program Administration Manual and shall be pre-approved by NorCal Emergency Medical Training.
- f. Training Sites are strictly prohibited from using AHA logos as outlined in the Program Administration Manual.

11. Payment Terms, Ordering AHA Materials & Delivery

- a. Fee schedule will be given to the Training Site for all materials. Prices are subject to change with a sixty day notice to the Training Site.
- b. Only current pre-designated Training Site contacts are able to order AHA materials and certification cards form the Training Center.
- c. The Training Center Staff will verify information related to the Training Site for each order.
- d. Training Center will ship AHA materials to Training Site location only unless authorized on a per order basis by the Training Center. Shipping charges will be applied per shipment and may vary by order.

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Training Site Initial:	NorCal EMT Initial:

NorCal Emergency Medical Training - AHA Training Site Agreement

American Heart Association Training Site Agreement

- e. Training Sites must pay with a credit card, cash, or check at the time of order. If a check is received, the order will not be processed until the bank sends notification that the funds have cleared.
- f. All sales are final. At the time an order is received the Training Center will calculate and notify the Training Site of the shipping charges. Insurance will also be offered in the price quote, no refunds will be made for orders received even if the AHA packaging is opened, unopened, or damaged.
- g. Training Sites that have approval to purchase cards in advance of courses will also have the following procedures mandatory for shipment;
 - i. Cards will be shipped via priority mail.
 - ii. Training Center will notify the amount of actual shipment upon receiving order
 - iii. Training Site must notify Training Center via email that the cards arrived and are safely secured as per agreement.

12. Miscellaneous

- a. NorCal Emergency Medical Training hereby acknowledges that the Training Site and all instructors are independent of NorCal Emergency Medical Training and nothing in this Agreement shall be deemed to create employment, agency, joint venture, partnership or any other arrangement between NorCal Emergency Medical Training and the Training Site or any of its Instructors.
- b. NorCal Emergency Medical Training reserves the right to edit, add, omit or change any portion of this agreement at any time with notice supplied to the Training Site.
- c. The Training Site will immediately notify the Training Center of any personnel changes within their administration that are involved in the card ordering or documentation process, changes to mailing address, email address, internet web sites or other contact information.
- d. Training Sites will not compete with:
 - i. Training Center programs including; clients, courses or management of training programs
 - ii. Solicitation of other AHA Training Sites or customers of the Training Center
 - iii. Upon notification to the Training Site from the Training Center of such relationship the Training Site will immediately cease efforts to solicit business.

NorCal Emergency Medical Training – AHA Training Site Agreement

Training Site Initial:

NorCal EMT Initial:

American Heart Association Training Site Agreement

In Witnesseth Whereof, the parties hereto have executed this Agreement as of the date set forth below:

NorCal Emergency Medical Training

Printed Name:
Signature:
Date:
<u>Training Site</u>
Printed Name: USA DONALDON
Signature:
Date: 4/29/2022
NorCal Emergency Medical Training – AHA Training Site Agreement
raining Site Initial: NorCal EMT Initial:

American Heart Association Training Site Agreement

Training Site Price List

Prices subject to change with a sixty day advance notice

Initial set up and administrative fee for BLS - \$200

Every two years BLS renewal fee-\$150

Initial set up and administrative fee for ACLS-\$600

Initial set up and administrative fee for PALS-\$600

Every two years ACLS/PALS renewal fee - \$600

eCards

BLS Provider eCards - \$8.00 each

Heartsaver CPR, Heartsaver CPR/ FA, Pedi CPR and FA eCards - \$25.00 each

HeartSaver K-12 eCards - \$5.00 each

PALS Provider eCards - \$20.00 each

ACLS Provider eCards - \$20.00 each

Pears Provider eCards - \$20.00 each

NorCal Emergency Medical Training – AHA Training Site Agreement

Training Site Initial: _____ NorCal EMT Initial: _____

ITEM#: 20

Date: May 10, 2022

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Lake Forest Elementary Murals

RECOMMENDATION:

The Superintendent is recommending the Board of Trustees approve the mural project for Lakeview Elementary School.

BACKGROUND:

Lakeview is excited to bring this beautiful mural proposal forward for approval. The plan was originally to seek approval in the spring of 2020, but COVID struck. Funding from multiple sources has been determined in order to complete the project.

STATUS/DISCUSSION:

The very talented graphic artist, Lora Watts has designed the murals. She has so generously donated her hard work, creativity and design. The mural will bring the amphitheater to life to create a beautiful learning/gathering environment.

FISCAL IMPACT:

This project is made up of two phases. First, work will begin on the painted (upper) portion this June, which will not exceed \$16,450. Later this summer, the vinyl will be installed (lower brick portion), which will not exceed \$6,200. The \$8,000 Raley's grant (from a few years back) will be applied to the mural project, which will result in a remaining balance of \$16,650. This amount will be covered by donations, PTO, and some remaining Outdoor Learning funding.

BOARD GOALS:

Board Focus Goal 1 – STUDENT NEEDS

A. Student Safety and Well Being: Enhance and encourage social, emotional, ethical and civic learning by providing a safe, supportive and diverse environment.

Board Focus Goal V- FACILITY/HOUSING:

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



ITEM #: 21

DATE: May 10, 2022

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: El Dorado County Investment Portfolio Report

for Quarter Ended March 31, 2022

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 March 31, 2022 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.



TREASURER - TAX COLLECTOR K. E. COLEMAN, MBA | M.ACC.

360 Fair Lane, Placerville, CA 95667 (530) 621-5800 | taxcollector@edcgov.us

Date: April 19, 2022

To: Depositors to County Investment Pool

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

RE: Investment Portfolio Report - Quarter Ending March 31, 2022

Attached herewith is the Investment Portfolio Report for the quarter ending March 31, 2022 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.



TREASURER - TAX COLLECTOR K. E. COLEMAN, MBA | M.ACC.

360 Fair Lane, Placerville, CA 95667 (530) 621-5800 | taxcollector@edcgov.us

Date: **April 19, 2022**

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

From: Ginnie Hibert, Treasury Investment Analyst Camillelith

for 6 Hibert, 4/19/22 Investment Portfolio Report - Quarter Ending March 31, 2022

The El Dorado County Pooled Investment Portfolio Report for the quarter ending March 31, 2022 is attached for your review.

Average remaining life to maturity is 650 days. The effective rate of return is 0.47%.

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

March 31, 2022

Investments	Book Value	Percent of Portfolio	Average Term	Avg Days to Maturity	
State of CA Local Agency Invest Fund	66,228,746.00	8.53	1	1	LA1
Treasury Securities - Coupon	14,999,062.87	1.93	596	102	TRC
Certificates of Deposit - Bank	17,900,000.00	2.31	581	121	BCD
Commercial Paper - Discount	69,329,198.48	8.93	167	94	COM
Negotiable CD's - Bank	50,000,000.00	6.44	321	274	NCB
Federal Agency Issues - Coupon	355,756,697.09	45.83	1,384	980	FAC
CA Asset Management	20,000.00	0.00	1	1	LA2
CalTRUST (monthly summary)	10,000,000.00	1.29	1	1	LA3
Municipal Bond	19,247,144.46	2.48	1,112	684	MUN
FLGP - Temp Liquidity Guarantee Prog	169,797,687.95	21.87	1,034	699	MC2
Money Market Account	3,010,000.00	0.39	1	1	RRP
Total investments and Averages	776,288,536.85	100.00%	949	650	

Effective Rate of Return

.47%

Month End

BY: CAMI ROBERTS, ATTC

FOR: K. E. COLEMAN, TREASURER/TAX COLLECTOR



EL DORADO COUNTY TREASURY COUNTY INVESTMENT POOL - INVESTMENTS

March 31, 2022

investment if		.			Days	
Investment#	Issuer	Par Value	Market Value	Book Value	Matur	ty Date
State of C	A Local Agency Invest Fund					
071-000000-1	State of California	47,500,000.00	47,500,000.00	47,500,000.00	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 S	Securities - Coupon					
001-220630-1	U.S. Treasury	6,000,000.00	5,992,080.00	5,999,604.72	90	06/30/2022
001-220630-2	U.S. Treasury	3,000,000.00	2,996,040.00	2,999,962.93	90	06/30/2022
001-220731-1	U.S. Treasury	6,000,000.00	5,988,060.00	5,999,495.22	121	07/31/2022
Certificate	s of Deposit - Bank					
019-240824-1	River City Bank	1,400,000.00	1,400,000.00	1,400,000.00	874	08/22/2024
027-220619-1	Farmers & Merchants Bk LB	4,000,000.00	4,000,000.00	4,000,000.00	79	06/19/2022
028-220521-1	First Bank	5,000,000.00	5,000,000.00	5,000,000.00	50	05/21/2022
028-220522-1	First Bank	7,500,000.00	7,500,000.00	7,500,000.00	51	05/22/2022
Commerci	al Paper - Discount					
036-221222-1	Credit Suisse New York	5,000,000.00	4,930,654.17	4,930,654.17	265	12/22/2022
510-220516-2	NATISIX NY	6,500,000.00	6,493,461.00	6,493,465.69	45	05/16/2022
510-220527-1	NATISIX NY	6,500,000.00	6,492,050.50	6,492,055.56	56	05/27/2022
510-220610-1	NATISIX NY	7,000,000.00	6,988,492.00	6,990,697.78	70	06/10/2022
510-220610-2	NATISIX NY	6,500,000.00	6,489,314.00	6,489,502.50	70	06/10/2022
510-220614-1	NATISIX NY	7,500,000.00	7,486,897.50	7,489,383.33	74	06/14/2022
510-220624-1	NATISIX NY	7,500,000.00	7,484,842.50	7,489,275.00	84	06/24/2022
510-220624-2	NATISIX NY	7,000,000.00	6,985,853.00	6,986,466.67	84	06/24/2022
510-220708-1	NATISIX NY	8,000,000.00	7,980,728.00	7,986,208.89	98	07/08/2022
510-2 20809-1	NATISIX NY	8,000,000.00	7,972,352.00	7,981,488.89	130	08/09/2022
Negotiable	e CD's - Bank					
036-230316-1	Credit Suisse New York	10,000,000.00	10,000,000.00	10,000,000.00	349	03/16/2023
510-221215-1	NATISIX NY	10,000,000.00	9,950,300.00	10,000,000.00	258	12/15/2022
510-230323-1	NATISIX NY	10,000,000.00	10,000,000.00	10,000,000.00	356	03/23/2023
520-230428-1	Standard Chartered Bank	10,000,000.00	10,000,000.00	10,000,000.00	392	04/28/2023
560-220415-1	Toronto Dominion Bank NY	10,000,000.00	10,000,000.00	10,000,000.00	14	04/15/2022
Federal Ag	ency Issues - Coupon					



EL DORADO COUNTY TREASURY COUNTY INVESTMENT POOL - INVESTMENTS

March 31, 2022

AGI-0:32					_	
Investment#	Issuer	Par Value	Market Value	Book Value	Days Maturi	_
002-231207-1	Fannie Mae	6,000,000.00	5,823,780.00	6,000,000.00	615	12/07/2023
002-231207-2	Fannie Mae	5,000,000.00	4,853,150.00	5,000,000.00	615	12/07/2023
002-231215-1	Fannie Mae	5,000,000.00	4,860,050.00	5,000,000.00	623	12/15/2023
002-240202-1	Fannie Mae	5,000,000.00	4,822,650,00	5,000,000.00	672	02/02/2024
002-240202-2	Fannie Mae	6,000,000.00	5,787,180.00	6,000,000.00	672	02/02/2024
002-240726-1	Fannie Mae	4,750,000.00	4,556,247.50	4,750,000.00	847	07/26/2024
002-250721-1	Fannie Mae	14,000,000.00	13,112,680.00	13,972,233.33	1,207	07/21/2025
002-250729-1	Fannie Mae	18,000,000.00	16,864,200.00	18,000,000.00	1,215	07/29/2025
002-251118-1	Fannie Mae	5,000,000.00	4,690,550.00	5,000,000.00	1,327	11/18/2025
029-220909-1	Federal Home Loan Bank	3,000,000.00	3,013,350.00	3,004,736.36	161	09/09/2022
029-240328-1	Federal Home Loan Bank	5,000,000.00	4,831,800.00	4,998,006.49	727	03/28/2024
029-240328-2	Federal Home Loan Bank	3,000,000.00	2,899,080.00	3,000,000.00	727	03/28/2024
029-240328-3	Federal Home Loan Bank	5,000,000.00	4,966,375.00	4,968,125.00	727	03/28/2024
029-240530-1	Federal Home Loan Bank	6,000,000.00	5,788,320.00	6,000,000.00	790	05/30/2024
029-240530-2	Federal Home Loan Bank	3,000,000.00	2,894,160.00	3,000,000.00	790	05/30/2024
029-240826-1	Federal Home Loan Bank	5,000,000.00	4,808,650.00	5,000,000.00	878	08/26/2024
029-240930-1	Federal Home Loan Bank	5,000,000.00	4,770,150.00	5,000,000.00	913	09/30/2024
029-250226-1	Federal Home Loan Bank	5,000,000.00	4,751,100.00	5,000,000.00	1,062	02/26/2025
029-250310-1	Federal Home Loan Bank	5,250,000.00	5,206,740.00	5,250,000.00	1,074	03/10/2025
029-250407-1	Federal Home Loan Bank	5,500,000.00	5,253,765.00	5,500,000.00	1,102	04/07/2025
029-250428-1	Federal Horne Loan Bank	5,000,000.00	4,722,550.00	5,000,000.00	1,123	04/28/2025
029-250826-1	Federal Home Loan Bank	4,500,000.00	4,325,400.00	4,500,000.00	1,243	08/26/2025
029-250826-2	Federal Home Loan Bank	3,500,000.00	3,364,200.00	3,500,000.00	1,243	08/26/2025
029-250827-1	Federal Home Loan Bank	10,000,000.00	9,425,500.00	10,000,000.00	1,244	08/27/2025
029-250909-1	Federal Home Loan Bank	5,000,000.00	4,792,400.00	5,000,000.00	1,257	09/09/2025
029-251230-1	Federal Home Loan Bank	6,000,000.00	5,664,780.00	6,000,000.00	1,369	12/30/2025
029-260224-1	Federal Home Loan Bank	2,000,000.00	1,854,960.00	1,985,577.38	1,425	02/24/2026
029-260225-1	Federal Home Loan Bank	5,000,000.00	4,672,550.00	5,000,000.00	1,426	02/25/2026
029-260330-1	Federal Home Loan Bank	5,000,000.00	4,766,200.00	5,000,000.00	1,459	03/30/2026
029-260413-1	Federal Home Loan Bank	6,000,000.00	5,713,620.00	6,000,000.00	1,473	04/13/2026
029-260429-1	Federal Home Loan Bank	6,000,000.00	5,717,400.00	6,000,000.00	1,489	04/29/2026
029-260520-1	Federal Home Loan Bank	6,000,000.00	5,728,860.00	6,000,000.00	1,510	05/20/2026



EL DORADO COUNTY TREASURY COUNTY INVESTMENT POOL - INVESTMENTS

March 31, 2022

					Days	to Maturity
Investment#	issuer	Par Value	Market Value	Book Value	Matu	rity Date
029-260617-1	Federal Home Loan Bank	5,000,000.00	4,757,350.00	5,000,000.00	1,538	06/17/2026
029-260721-1	Federal Home Loan Bank	6,000,000.00	5,675,520.00	6,000,000.00	1,572	07/21/2026
029-261028-1	Federal Home Loan Bank	6,000,000.00	5,711,520.00	6,000,000.00	1,671	10/28/2026
029-261222-1	Federal Home Loan Bank	6,000,000.00	5,758,440.00	6,000,000.00	1,726	12/22/2026
029-261230-1	Federal Home Loan Bank	9,400,000.00	9,004,824.00	9,400,000.00	1,734	12/30/2026
029-270315-1	Federal Home Loan Bank	10,000,000.00	9,829,700.00	10,000,000.00	1,809	03/15/2027
030-220516-1	Federal Farm Credit Bank	5,000,000.00	4,997,200.00	4,999,874.54	45	05/16/2022
030-221013-1	Federal Farm Credit Bank	5,000,000.00	4,973,000.00	4,999,198.89	195	10/13/2022
030-221013-2	Federal Farm Credit Bank	5,000,000.00	4,972,100.00	4,999,494.81	195	10/13/2022
030-221130-1	Federal Farm Credit Bank	4,000,000.00	3,968,760.00	3,999,800.83	243	11/30/2022
030-230810-1	Federal Farm Credit Bank	10,000,000.00	9,760,700.00	9,990,539.97	496	08/10/2023
030-231103-1	Federal Farm Credit Bank	5,000,000.00	4,853,050.00	5,000,000.00	581	11/03/2023
030-231130-1	Federal Farm Credit Bank	4,000,000.00	3,878,160,00	3,999,667,22	608	11/30/2023
030-250506-1	Federal Farm Credit Bank	5,000,000.00	4,738,700.00	5,000,000.00	1,131	05/06/2025
030-250527-1	Federal Farm Credit Валк	20,000,000.00	18,888,800.00	19,996,842.69	1,152	05/27/2025
030-250812-1	Federal Farm Credit Bank	6,000,000.00	5,621,580.00	6,000,000.00	1,229	08/12/2025
032-221123-1	Freddie Mac	5,000,000.00	4,964,700.00	5,000,000.00	236	11/23/2022
032-221123-2	Freddie Mac	8,200,000.00	8,142,108.00	8,200,000.00	236	11/23/2022
032-221123-3	Freddie Mac	2,000,000.00	1,988,260.00	2,000,000.00	236	11/23/2022
032-230216-1	Freddie Mac	10,000,000.00	9,897,800.00	10,000,000.00	321	02/16/2023
032-230314-1	Freddie Mac	5,000,000.00	4,941,600.00	5,000,000.00	347	03/14/2023
032-230516-1	Freddie Mac	6,250,000.00	6,151,000.00	6,250,000.00	410	05/16/2023
032-230804-1	Freddie Mac	6,000,000.00	5,870,820.00	6,000,000.00	490	08/04/2023
032-230823-1	Freddie Mac	3,150,000.00	3,084,007.50	3,149,677.94	509	08/23/2023
032-231201-2	Freddie Mac	3,000,000.00	2,914,920.00	3,000,000.00	609	12/01/2023
032-240805-1	Freddie Mac	2,345,000.00	2,252,583.55	2,346,090.54	857	08/05/2024
032-250528-1	Freddie Mac	10,000,000.00	9,427,900.00	9,996,831.10	1,153	05/28/2025
CA Asset I	V lanagement					
011-000000-1	California Asset Management Pr	20,000.00	20,000.00	20,000.00	1	
CalTRUST				2000		
012-000000-1	CalTRUST Medium Term Fund	10 000 000 00	10 000 000 00	10.000.000.00	_	
		10,000,000.00	10,000,000.00	10,000,000.00	1	
Municipal I	Bond					



EL DORADO COUNTY TREASURY COUNTY INVESTMENT POOL - INVESTMENTS

March 31, 2022

A 150 30 3							
Investment#	lssuer	Par Value	Market Value	Book Value	Days Matur	•	
048-230801-1	Southwestern Cmnty Colliege	100,000.00	98,999.00	100,132.05	487	08/01/2023	
105-220701-1	City of Coachella CA	235,000.00	235,141.00	235,184.45	91	07/01/2022	
105-230701-1	City of Coachella CA	255,000.00	252,077.70	256,008.26	456	07/01/2023	
120-231201-1	ED Union High School	125,000.00	121,820.00	125,402.77	609	609 12/01/2023	
120-240801-1	Hayward CA Unif School Distric	280,000.00	287,994.00	301,927.32	853	08/01/2024	
120-241201-1	ED Union High School	430,000.00	410,705.90	432,266.08	975	12/01/2024	
139-230801-1	Los Angeles Cmnty Coilege	3,000,000.00	2,935,080.00	3,001,746.79	487	487 08/01/2023	
139-240801-1	Los Angeles Crinty College	2,500,000.00	2,432,275.00	2,504,196.87	853	08/01/2024	
155-230801-1	Majave CA Unif School Dist	265,000.00	261,666.30	265,542.41	487	08/01/2023	
155-230801-2	Mojave CA Unif School Dist	1,100,000.00	1,075,272.00	1,104,018.33	853	08/01/2024	
160-230801-1	Pleasant Hill CA Rec & Parks	100,000.00	98,585.00	100,290.86	487	08/01/2023	
166-240715-1	City of Red Bluff CA	915,000.00	893,314.50	919,712.25	836	07/15/2024	
166-250715-1	City of Red Bluff CA	975,000.00	945,272,25	982,495.58	1,201	07/15/2025	
175-240101-1	San Buenaventura CA	500,000.00	493,270.00	501,747.76	640	640 01/01/2024	
185-220801-1	Tulare CA JT Unif Sch Dist	465,000.00	463,214.40	464,410.95	122	08/01/2022	
195-230401-1	Ukiah CA Public Financing Auth	600,000.00	599,718.00	605,469.16	365	04/01/2023	
196-220515-1	University of Californina	500,000.00	499,750.00	500,000.00	44	05/15/2022	
196-230515-1	University of Californina	1,000,000.00	988,450.00	1,000,000.00	409	05/15/2023	
196-240515-1	University of Californina	5,840,000.00	5,688,685.60	5,846,592.57	775	05/15/2024	
TLGP - Tei	mp Liquidity Guarantee Prog						
006-230621-1	Bank of America	6,000,000.00	5,855,580.00	6,000,000.00	446	06/21/2023	
006-231218-1	Bank of America	8,000,000.00	7,656,400.00	8,000,000.00	626	12/18/2023	
006-240226-1	Bank of America	6,000,000.00	5,707,620.00	6,000,000.00	696	02/26/2024	
006-240226-2	Bank of America	3,473,000.00	3,303,760.71	3,471,898.61	696	02/26/2024	
006-240311-1	Bank of America	6,000,000.00	5,744,400.00	6,000,000.00	710	03/11/2024	
006-240926-1	Bank of America Corp	1,314,000.00	1,263,647.52	1,314,000.00	909	09/26/2024	
069-220526-1	Toyota Motor Credit	5,000,000.00	5,002,750.00	5,006,672.66	55	05/26/2022	
069-221014-1	Toyota Motor Credit	4,950,000.00	4,927,873.50	4,952,398.90	196	10/14/2022	
069-230330-1	Toyota Motor Credit	6,119,000.00	6,217,821.85	6,270,085.59	363	03/30/2023	
069-230825-1	Toyota Motor Credit	6,000,000.00	5,981,880.00	6,089,611.20	511	08/25/2023	
069-240111-1	Toyota Motor Credit	5,810,000.00	5,675,208.00	5,774,285.72	650	01/11/2024	
069-240618-1	Toyota Motor Credit	5,000,000.00	4,843,950.00	4,992,562.38	809	06/18/2024	
						1001	



EL DORADO COUNTY TREASURY COUNTY INVESTMENT POOL - INVESTMENTS

March 31, 2022

AND THE PARTY OF T					_	51 San 1
Investment #	Issuer	Par Value	Market Value	Book Value	Days Matur	
069-240618-2	Toyota Motor Credit	8,400,000.00	8,137,836.00	8,386,118.92	809	06/18/2024
069-240618-3	Toyota Motor Credit	5,000,000.00	4,843,950.00	4,976,726.61	809	06/18/2024
069-251016-1	Toyota Motor Credit	3,000,000.00	2,885,490.00	2,971,046.91	1,294	10/16/2025
072-221209-1	Union Bank of CA	3,100,000,00	3,119,034.00	3,134,784.72	252	12/09/2022
400-231207-1	Bank of New York Melion Corp	6,000,000.00	5,804,640.00	6,001,683.33	615	12/07/2023
401-250820-1	Apple Inc	5,000,000.00	4,663,450.00	4,945,102.59	1,237	08/20/2025
401-250820-2	Apple Inc	5,000,000.00	4,663,450.00	4,975,005.14	1,237	08/20/2025
401-260208-1	Apple Inc	4,000,000.00	3,722,680.00	3,956,904.90	1,409	02/08/2026
402-231208-1	AIG Gobat Funding	5,000,000.00	4,801,200.00	4,969,440.69	616	12/08/2023
405-240819-1	Athene Global Funding	6,000,000.00	5,674,560,00	5,995,479.80	871	08/19/2024
410-231113-1	Bristol Myers Squibb (BMY)	4,000,000.00	3,890,840,00	4,004,748.33	591	11/13/2023
418-240408-1	GA Global Funding Trust	5,957,000.00	5,716,145.25	5,947,137.97	738	04/08/2024
419-230418-1	Goldman Sachs Group Inc	5,000,000.00	5,000,550.00	5,000,000.00	382	04/18/2023
420-220819-1	Honeywell International	1,002,000.00	999,014.04	1,002,396,68	140	08/19/2022
424-231222-1	JPMorgan Chase Corp	6,000,000.00	5,735,160.00	6,000,000.00	630	12/22/2023
424-240318-1	JPMorgan Chase Corp	5,000,000.00	4,654,200.00	5,000,000.00	717	03/18/2024
424-240318-2	JPMorgan Chase Corp	6,000,000.00	5,585,040.00	6,000,000.00	717	03/18/2024
430-230406-1	John Deere Capital Corp	2,140,000.00	2,122,345.00	2,159,220.12	370	04/06/2023
430-240117-1	John Deere Capital Corp	5,000,000.00	4,836,950.00	5,000,000.00	656	01/17/2024
430-240910-1	John Deere Capital Corp	5,000,000.00	4,789,200.00	4,997,899.14	893	09/10/2024
442-250624-1	New York Life	1,000,000.00	965,160.00	997,689.25	1,180	06/24/2025
442-250624-2	New York Life	4,000,000.00	3,860,640.00	3,990,750.94	1,180	06/24/2025
450-240517-1	Security Benefit	5,518,000.00	5,384,108.80	5,514,036.85	777	05/17/2024
Money Mar	ket Account					
019-000000-1	River City Bank	460,000.00	460,000.00	460,000.00	1	
021-000000-1	Citizens Business Bank	20,000.00	20,000.00	20,000.00	1	
025-000000-1	East West Bank	20,000.00	20,000.00	20,000.00	1	
027-000000-1	Farmers & Merchants 8k 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	2,450,000.00	2,450,000.00	2,450,000.00	1	



EL DORADO COUNTY TREASURY COUNTY INVESTMENTS

March 31, 2022

| Days to Maturity | Number |

ITEM#: 22

DATE: May 10, 2022

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: AB-181 DEPARTMENT OF REAL ESTATE SUBDIVISION

"WHITE PAPER" RESPONSE AND STUDENT YIELD IMPACT ANALYSIS

Alto Units 1 & 2, 23 lots located at Malcom Dixon Rd & Arroyo Vista Lane

Advertising Name: Lago Vista Estates

RECOMMENDATION:

The Superintendent is recommending 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):

Alto Units 1 & 2 - Lago Vista Estates 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 **7.77 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.

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

May 10, 2022

Rena Swafford Placer Title Company 3301 Yosemite Park Way Elk Grove, CA 95758 rswafford@placertitle.com

Re:

Name:

Alto LLC Property

Advertising Name:

Lago Vista Estates

Dear Rena Swafford:

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,

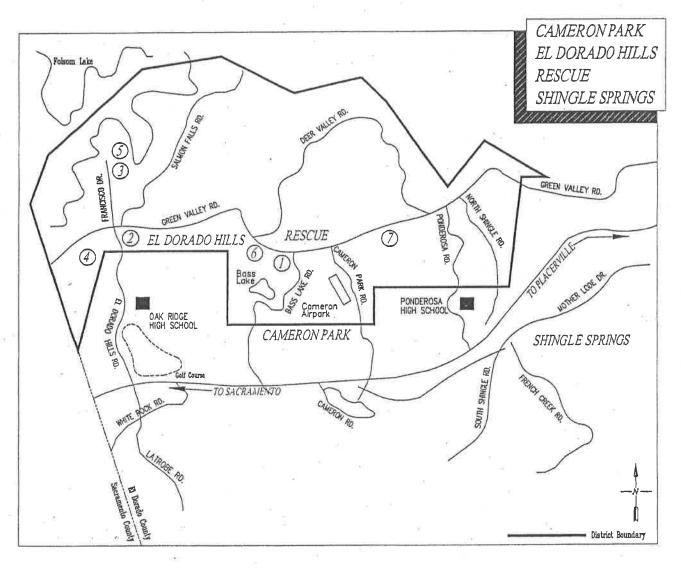
Lisa Donaldson Asst. Superintendent Business Services

Attachments

LD:cf 181ltr

Jim Shoemake, Superintendent

MAP OF THE DISTRICT

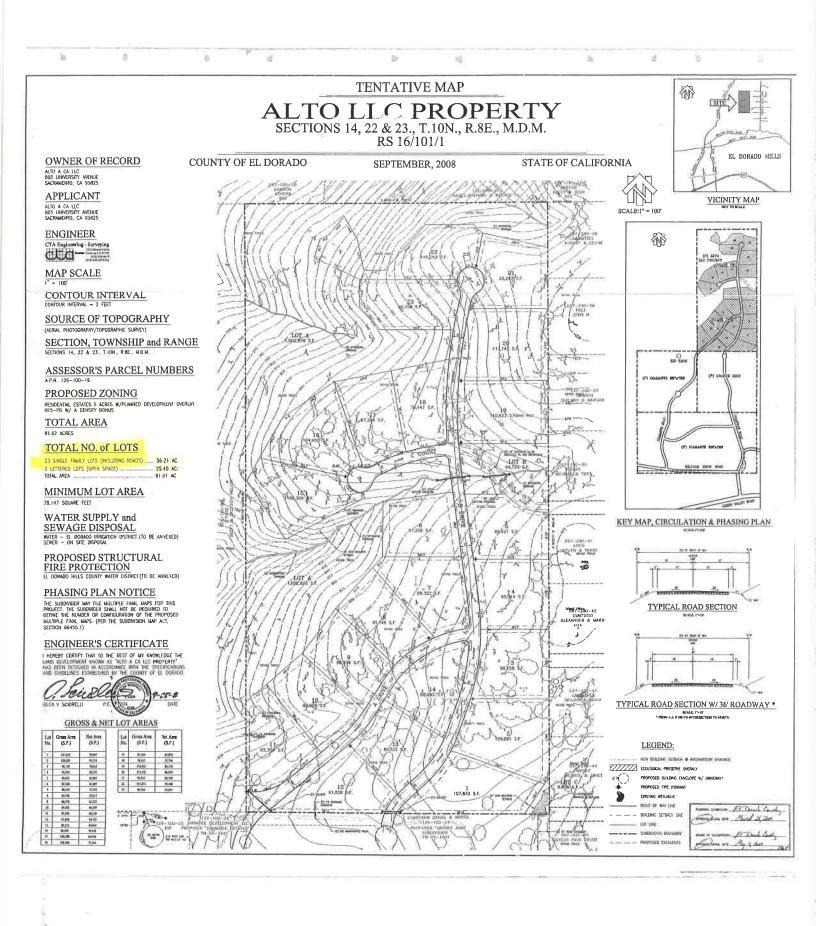


- Green Valley Elementary (K-5) 2390 Bass Lake Road Rescue, CA 95672 (916) 933-3543
- Jackson Elementary (K-5) 2561 Francisco Blvd. El Dorado Hills, CA 94762 (916) 933-1828
- 3 Lake Forest Elementary (K-5) 2240 Salisbury Drive El Dorado Hills, CA 95762 (916) 933-0652
- Lakeview Elementary (K-5) 3371 Brittany Way El Dorado Hills, CA 95762 (916) 941-2600

- Marina Village Middle (6-8) 1901 Francisco Drive Rescue, CA 95762 (916) 933-3995
- Pleasant Grove Middle (6-8) 2540 Green Valley Road Rescue, CA 95762 (530) 672-4400
- Rescue Elementary (K-5) 3880 Green Valley Road Rescue, CA 95762 (530) 677-2720

Table 2
Projected Enrollment — Student Progression

Grade	Actual		Projected Enrollment - Straight Progression								
	2017- 18	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





3301 Yosemite Park Way Elk Grove, CA 95758

April 21, 2022

Mr. Sean Martin Rescue Union School District 2390 Bass Lake Road Rescue, CA 95672

RE: Alto Units 1 & 2 – "Lago Vista Estates"

23 lots located Malcom Dixon Road and Arroyo Vista Lane

Dear Mr. Martin,

We are currently assisting the Developer of the above referenced project in obtaining a Final Subdivision Public Report from the State of California, Department of Real Estate. We would like to request from you at this time an updated letter stating the name, location and grades of the school(s), which will be serving the above referenced subdivision. Enclosed is a copy of the project map. Please send the requested letter to my attention at your earliest convenience.

If you should have any questions or need further information, please do not hesitate to email me at rswafford@placertitle.com

Sincerely, PLACER TITLE COMPANY

Rena Swafford Subdivision Processor

Enclosure

ITEM #: 23

DATE: May 10, 2022

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Out-of-State Travel

RECOMMENDATION:

The Superintendent is recommending the Board of Trustees approve participation at the Classroom180 Live 2022 Conference in Denver Colorado.

BACKGROUND:

Classroom180 Live will take place in Denver on June 9-11, 2022. This event will help to create the most advanced trauma-informed classroom with Heather T. Forbes, LCSW. This training will bring the contents of her book, Classroom180, to life and provide not only understanding of trauma but also the tools, strategies, and techniques needed to help educators with trauma-informed practices.

STATUS:

Principal Michelle Winberg and Teacher Rebecca Wood will be participating in the conference. In addition, we will also hold a reservation for our new MTSS Director. The Classroom180 Live conference is taking place in Denver, Colorado June 9-11, 2022

FISCAL IMPACT:

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

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.

ITEM #: 24

DATE: May 10, 2022

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Jackson

4th Grade Outdoor Education Overnight Field Trip and Contract

RECOMMENDATION:

The Superintendent is recommending the Board of Trustees approve the 4th grade outdoor education overnight field trip request and service contract for Sierra Outdoor School.

BACKGROUND:

It is board policy to approve overnight field trips. The following field trip to Sierra Outdoor School has been approved by administration and is submitted with the service contract for Board approval.

Sierra Outdoor School

Jackson School

March 22-24, 2023

STATUS:

Study trips should coincide with the core curriculum. This field trip to Sierra Outdoor School has a direct link to the 4th grade social studies and life science content standards.

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.

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:	Kathy Steffano				Date of Request: 5/4/2022				
School:	Jackson Elementary				Date(s) of Trip: May 22, 23, 24 Check here if field trip is overnight ⊠				
PARTICIPANT									
	Teacher		Grade	# of Students	# of Staff	# of Chaperones	Total 31-37		
Kathy Steffano				26	l.	4-6			
Karen Magallanes 4				26	<u>I</u>	4-6	31-37		
Ryann Langtry			4	26	1	4-6	31-37		
						Total Participants	99		
		d trip is out of state [
Destination: Sierra	Outdoor School				Contact Person:				
Address: 15700 C	old Oak Ranch Rd. S	Sonora, Ca 95370			Phone: 209-532-3	3691			
MODE OF TRA	ANSPORTATION								
	3	rivate Vehicle	□ Com	mercial Tra	nsportation	□ District Bu	S		
If District Bus, name	e of staff riding the bus:					COST PER	PERSON		
ITINERARY Arrival Tin		Departure Time	1	Locatio	n	Entrance Fee	2.100.1		
Arrival Tir	ne L	8:00		Depart from S		Transportation			
				: Mercer Caverns					
			Other: S	OS olumbia		Food Other			
5:00			Other: Co	Arrival Back at School Tota					
5:00				7,33,17,53,12,53,1		Source of funds:			
Science, Gold R	ush history. Cavern	d supports concurrent uni ns, Columbia gold ru	sh town. E	cology forest s	tudies				
Frankt	oon St	elaboro		5 -4-	99				
Teacher Signature				Date	1-0		г		
H 1				Date Date	22				
Principal Signature						Approved	Denied		
Superintendent Signature				Date	===	Approved	Denied		
Reason for Denial:						прриотос	2000		
*** 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) = \$							= \$		
						otal Estimated Cost:	\$		
Name of Commercial Carrier: Estimated Charges						eacher Confirmation Carrier Confirmation			
		11-					Approved		
Director of Transportation Signature				Date			Denied		
Comments:						"			

CLOVIS UNIFIED SCHOOL DISTRICT SIERRA OUTDOOR SCHOOL

Eimear O'Brien, Ed.D., Superintendent 15700 Old Oak Ranch Road, Sonora, California 95370

AGREEMENT

THIS AGREEMENT ("Agreement"), is made and entered into between CLOVIS UNIFIED SCHOOL DISTRICT ("CUSD") and Jackson Rescue ("Group/School/District").

WHEREAS, CUSD operates an outdoor education facility known as the Sierra Outdoor School ("SOS"), which is located at 15700 Old Oak Ranch Road, Sonora, California 95370. The SOS has available lodging and teaching facilities for students to learn about nature and the environment.

WHEREAS, CUSD desires to make available and Group/School/District desires to have its students or members ("participants") use the SOS' lodging and teaching facilities for the purpose of teaching them about nature and the environment and other educational purposes.

WHEREAS, it is mutually beneficial for CUSD and Group/School/District to have the arrangement as set forth in this Agreement.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

I. GROUP/SCHOOL/DISTRICT'S OBLIGATIONS.

- A. Provide transportation for its participants and personnel to and from the SOS, and to and from classes and activities while at the SOS in accordance with a schedule to be formulated by the Director of the SOS or his or her designee, and the Group/School/District. Provide one vehicle (i.e., automobile or van) that could be used if someone has to leave unexpectedly or be transported for medical care.
- B. Provide one teacher/supervisor per class during the period that its participants attend the SOS.
- C. Provide adult chaperones during the period that its students are in attendance at the SOS at a minimum ratio of one adult to ten students (1:10) in addition to the classroom teacher, group leader or supervisor.
- D. Pay a \$1.00 lab fee per participant for owl pellets if this class is selected by Group/School/District.
- E. Cooperate with the SOS's staff in availing the teachers, supervisors and adult chaperones of the necessary pre-attendance planning or post-attendance follow-up to ensure that the objectives of the program are carried out.
- F. Ensure that participants are equipped with suitable clothing and bedding while attending said program.
- G. Ensure that each person attending the SOS has received all immunizations required by the California Health and Safety Code, including but not limited to those set forth in Section 120325 et seq., and that each person has no disease or health condition which is contagious or communicable to other persons.
- H. Provide SOS with the projected number of participants as indicated on the signature page of this Agreement and agree that the Group/School/District will be responsible for payment for no less than 95 percent of the projected number of participants, in the event that the actual numbers of participants are less than 100% of the projected numbers.
- I. Request, in writing, at least 30 days prior to arrival, space for additional participants. These requests will be granted as space is available.
- J. Make payment for the actual number of participants or 95% of projections for the Group/School/District who will attend the SOS within (30) days of receipt of billing by CUSD.
- K. NOTIFY CUSD (30) DAYS BEFORE THE SCHEDULED ATTENDANCE DATE OF THE ACTUAL NUMBER OF PARTICIPANTS, INCLUDING A COMPUTER-GENERATED LIST FROM THE GROUP/SCHOOL/DISTRICT. IF PARTICIPANT NUMBERS FALL TO OR BELOW 95% OF PROJECTIONS LISTED ON THIS AGREEMENT, THE BILLING WILL REFLECT A RATE ASSESSED BASED ON NO MORE THAN 95% OF ORIGINAL PROJECTED NUMBERS.
- L. Group/School/District agrees that it shall, at its own expense and for the duration of this Agreement, procure and maintain insurance or self-insurance that complies with the following:
 - i. Commercial General Liability ("CGL"): Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal and advertising injury with limits no less than \$1,000.000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. If the Group/School/District maintains broader coverage and/or higher limits than the minimums shown above, CUSD requires and shall be entitled to the broader coverage and/or higher limits maintained by the Group/School/District. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CUSD. CUSD. its officials, trustees, officers, agents, employees, volunteers, students, and representatives ("CUSD Entities") are to be covered as additional insureds on the CGL policy with respect to liability arising out of this Agreement and Group/School/District's use of the SOS. General liability coverage can be provided in the form of an endorsement to the Group/School/District's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
 - ii. Sexual Abuse and Molestation Insurance: Group/School/District must provide coverage for sexual abuse and molestation which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than \$1,000.000 per wrongful act and \$2,000,000 aggregate. This coverage may be provided as an endorsement to the Commercial General Liability policy or under a separate policy and must be written on an "occurrence" and not on a claims-made or claims-made and reported basis. Coverage for such claims must not be subject to any exclusion, restriction, or sub-limit. The CUSD Entities must be named as additional insureds with respect to sexual abuse and molestation claims. The coverage must contain a severability of interests/cross liability clause or language stating that Group/School/District's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iii. Commercial Automobile Liability Insurance: Coverage must be equivalent in scope or at least as broad as ISO Form Number CA 00 01 covering any auto (Code I) that includes all vehicles that are owned, non-owned, and hired and personal injury protection, with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- iv. Workers' Compensation statutory limit and Employer's Liability: Workers' Compensation coverage as required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- v. <u>Primary Coverage:</u> For any claims relating to this Agreement, the Group/School/District's insurance coverage shall be primary insurance as respects the CUSD Entities. Any insurance or self-insurance maintained by the CUSD Entities shall be excess of Group/School/District's insurance and shall not contribute with it.
- vi. <u>Deductible/Self-Insured Retention:</u> Group/School/District shall disclose any deductible or self-insured retention for any of the required insurance. CUSD reserves the right to require that such deductible or self-insured retention be eliminated or reduced, that Group/School/District obtain a bond or other security guaranteeing payment of losses and costs within the limits of the deductible or self-insured retention, or that Group/School/District provide other assurances satisfactory to CUSD.
- vii. Acceptability of Insurers: If insurance is procured, Group/School/District's insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
- viii. Waiver of Subrogation: All required policies, except the workers' compensation and employer's liability insurance, shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against all CUSD ENTITIES for any claims arising out of this Agreement and Group/School/District's activities at the SOS.
- ix. Verification of Coverage/Notice: Group/School/District shall provide to CUSD: (A) before Group/School/District's first date of attendance at SOS and from time to time as CUSD may request, written proof satisfactory to CUSD of the existence of the insurance required of Group/School/District, including a certificate of insurance and any required endorsement; (B) upon CUSD's request, a copy of the insurance policy and/or other evidence of insurance satisfactory to CUSD; (C) no later than 15 days before the date on which a required insurance expires, written proof of renewal of the insurance, including any required endorsement; and (D) written notice within two business days of the occurrence of any of the following: (1) any required insurance is cancelled or non-renewed, (2) notice from the insurer that the insurer intends to or will cancel or non-renew the insurance, and/or limit, restrict, or reduce Group/School/District's insurance coverage such that the insurance does not comply with the requirements stated above, or (3) any required insurance's policy limits have been reduced below those required above.
- x. Special Risks or Circumstances: Depending upon the nature of the risk, prior events, insurance coverage, or other special circumstances, CUSD, upon written notice to Group/School/District reserves the right to modify these insurance requirements, and may, in its sole discretion, agree to accept coverages different than those which are required herein.
- M. Ensure that all Group/School/District employees, agents and volunteers who will be at SOS have complied with finger printing and background checks as required by applicable laws, including but not limited to Education Code sections 45125 et seq.
- N. Provide the special education, related services, supplementary aids and services, accommodations, and/or modifications required by the Individuals with Disabilities Education Act ("IDEA"), its implementing regulations, and related California law and regulations, and/or Section 504 of the Rehabilitation Act of 1973 ("Section 504"), as specified in the individualized education program ("IEP") or Section 504 Plan or Medical Care Plans of its participants. Also, any transportation as required by a participant's IEP or Section 504 Plan or Medical Care Plan shall be provided to and from the SOS, and to and from scheduled SOS classes and activities by the Group/School/District.
- O. Due to CUSD's waiting list, return a signed copy of this Agreement before [June 17, 2022] to maintain an existing time slot. Failure to do so before this date may result in a forfeiture of the time slot.

II. CUSD'S OBLIGATIONS.

- A. Where requested, provide a program in outdoor science, conservation, and environmental education in accordance with standards as set forth by the California State Department of Education.
- B. Provide basic first aid supplies for participants and other personnel of the Group/School/District during the period they are attending the SOS.
- C. Have the sole discretion to prohibit or exclude any person from the SOS for health or safety reasons, including but not limited to communicable or contagious diseases, disciplinary problems, or other acts or conditions which in CUSD's determination threatens the health or safety of other persons attending the SOS.
- D. Where requested, provide food and food services for participants during their stay at the SOS (Monday through Sunday). Participants will need to bring a sack lunch on their arrival day.
- E. Provide an instructional packet for the Group/School/District prior to arrival at the SOS. This packet will include instructions, a map, clothing and equipment lists. This information is available online at https://sos.cusd.com/

III. MUTUAL INDEMNITY.

- A. Group/School/District Indemnification of CUSD Entities. Except for the sole negligence or willful misconduct of the CUSD Entities, Group/School/District agrees to defend, indemnify, and hold the CUSD Entities free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death (collectively "Loss"), to the extent arising out of: 1) Group/School/District's failure to fully comply with or material breach of any of the terms and conditions of this Agreement, or 2) the use and/or occupancy of the SOS, including, but not limited to, transportation, lodging, meal facilities, teaching facilities, education and outdoor activities, by the Group/School/District and its officials, trustees, officers, agents, employees, volunteers, students, and representatives ("Group/School/District Entities"). Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Group/School/District from liability under this indemnification and hold harmless clause. The requirements of this section shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- B. CUSD Indemnification of Group/School/District Entities. CUSD agrees to defend, indemnify, and hold the Group/School/District Entities free and harmless from any and all Loss to the extent arising out of 1) CUSD's failure to fully comply with or material breach of any of the terms and conditions of this Agreement, or 2) the sole negligence or willful misconduct of the CUSD Entities as a result of conditions created by this Agreement.
- C. Scope of Defense Obligation. The indemnifications granted hereunder include, but are not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The indemnitor's defense obligations (with counsel approved by the indemnitee), shall arise immediately upon tender of any of the indemnitees, and the defense shall be paid at the indemnitor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the indemnitees, notwithstanding whether liability is, can be or has yet been established. Indemnitor shall pay and satisfy any judgment, award or decree that may be rendered against any of the indemnitee, in any such suit, action or other legal proceeding.

- D. Refusal to Defend/Indemnity. Either party, upon receipt of tender from any indemnitee hereunder (the "Tendering Indemnitee"), may refuse to provide indemnity or defense hereunder (the "Refusing Party"), if the Refusing Party, in reliance upon an opinion of qualified counsel, has determined that a valid basis exists for determining that the Loss, for which indemnity or defense is sought, is not required to be indemnified or defended pursuant to the terms of this Agreement. A refusal to indemnify or defend under such circumstances shall not be a material breach of this Agreement. However, if the Tendering Indemnitee shall be required by a final judgment to pay any amount in respect of any obligation or liability against which it has been determined by final judgment that the Refusing Party is required to indemnify or defend under this Agreement, the Refusing Party shall promptly reimburse the Tendering Indemnitee in an amount equal to the amount of such payment. Further, if such refusal, or any failure, to provide a defense against a Loss is determined by a final judgment not to have been reasonably justified under the circumstances, then the Refusing Party: (i) shall be obligated to pay all of the damages and out-of-pocket expenses incurred by the Tendering Indemnitee in defending said Loss, including, but not limited to, the value of the time, including travel time, that all of the employees, agents and representatives of the Tendering Indemnitee dedicated to, or expended in furtherance of, the defense of said Loss; and (ii) without any further action from any party, the Refusing Party hereby intentionally relinquishes and waives any and all rights of every nature to dispute, defend against or contest, in any manner. (including but not limited to the waiver of every defense of every nature) the claim of the Tendering Indemnitee regarding the amount of, reasonableness of, necessity for or the Refusing Party's obligation to pay, the costs, fees and expenses, and other Damages incurred by the Tendering Indemnit
- E. Survival. The parties' respective obligations under this section shall survive the termination or expiration of this Agreement.

IV. PAYMENT AND ADMINISTRATIVE FEE.

- A. In consideration for the services performed, the Group/School/District agrees to pay CUSD a per participant fee of [\$238.00] for the actual cost of providing an instructional program, use of facilities, and for continuing capital outlay expenditures, maintenance, and other costs of the program.
- B. RESERVATIONS ARE MADE A YEAR IN ADVANCE TO LOCK IN SPECIFIC DATES. IF THE GROUP/SCHOOL/DISTRICT'S PROJECTED PARTICIPANT NUMBERS FALL TO OR BELOW 95%, IT WILL BE BILLED BASED ON 95% OF THE NUMBERS LISTED ON THIS AGREEMENT AT SIGNING.
- C. AN ADMINISTRATIVE FEE, AS SET FORTH BELOW, SHALL BE CHARGED TO AND PAID BY THE GROUP/SCHOOL/DISTRICT FOR TERMINATING THIS AGREEMENT AND/OR CANCELING ITS PARTICIPATION AT THE SOS UNDER THIS AGREEMENT. TERMINATION RATES ARE BASED ON THE NUMBER OF CALENDAR DAYS BETWEEN THE DATE SOS RECEIVES NOTICE OF THE TERMINATION OR CANCELLATION AND THE DATE OF THE GROUP/SCHOOL/DISTRICT'S SCHEDULED ARRIVAL AT THE SOS.

TERMINATION	RATE
	(COST BASED ON PROJECTED NUMBER OF PARTICIPANTS
360-121 DAYS	\$1,000.00
120-91 DAYS	50% OF PROJECTED COST BASED ON PROJECTED NUMBER OF PARTICIPANTS
90-61 DAYS	65% OF PROJECTED COST BASED ON PROJECTED NUMBER OF PARTICIPANTS
60-31 DAYS	80% OF PROJECTED COST BASED ON PROJECTED NUMBER OF PARTICIPANTS
30 DAYS OR LESS	100% OF PROJECTED COST BASED ON PROJECTED NUMBER OF PARTICIPANTS

D. IF THE GROUP/SCHOOL/DISTRICT'S TRANSPORTATION CARRIER ELECTS NOT TO TRANSPORT ITS PARTICIPANTS TO THE SOS, AN ADDITIONAL BUS FEE WILL BE ASSESSED. BUS FEES ARE SUBJECT TO CHANGE BASED ON DURATION AND MILEAGE.

V. ADDITIONAL PROVISIONS.

- A. <u>Terms and Termination of Agreement</u>. This Agreement is effective [5/2/22] and shall continue until the Group/School/District's departure from the SOS, or until termination of this Agreement by either party, whichever is earlier. Either party may terminate this Agreement upon written notice to the other party. An administrative fee shall be assessed against the Group/School/District as set forth in Article III.
- B. <u>Assignment</u>. This Agreement shall not be assignable by the Group/School/District without the written consent of CUSD, except to a successor in interest.
- C. <u>Entire Agreement</u>. This Agreement represents the total and complete understanding of the parties regarding the subjects set forth herein. Any other oral understandings or prior understandings shall have no force or effect.
- D. <u>Amendment of Agreement</u>. This Agreement cannot be changed or supplemented orally and may be modified or suspended only by written instrument executed by the parties.
- E. <u>Authorized Signatories</u>. The signatories of this Agreement warrant that they represent the respective parties herein and are authorized to commit to all provisions in this Agreement on behalf of the respective parties.
- F. Modification of Program. CUSD RESERVES THE RIGHT TO MODIFY A GROUP/SCHOOL/DISTRICT'S PROGRAM IN THE EVENT THAT THE GROUP/SCHOOL/DISTRICT ARRIVES LATE AT THE SOS.
- G. <u>Limit on Participants</u>. Due to space availability. CUSD reserves the right to limit the number of adult participants, in excess of the 1:10 ratio set forth in Section I.C., wishing to attend from a Group/School/District if the number of students or minor participants attending during the reservation period is significantly higher than the projected participant numbers listed in this Agreement at the time of signing. Paragraph K of Section I outlines the procedure for bringing additional students over the number indicated on the Agreement.

CLOVIS UNIFIED SCHOOL DISTRICT

	(5 W)
Dated: May 2, 2022 By: Rees Warr	ne. Director
SCHOOL YEAR: 2022-23	door School
DATES OF ATTENDANCE AT THE SIERRA OUTDOOR SCHOOL: ME	arch 22-24, 2023
Please complete the informa	tion below
FORMS NOT COMPLETELY FILLED OUT WILL BE RETURNED	
GRADE LEVEL (Circle) K 1 2 3 4 5 6 7 8	PLEASE SIGN AND RETURN A COPY OF THIS AGREEMENT BY MAIL OR SCAN TO:
Number of Chaperones (1:10 Ratio) Number of Teachers/Admin	SIERRA OUTDOOR SCHOOL 15700 OLD OAK RANCH ROAD SONORA, CALIFORNIA 95370 SONNASWIDERSKI@CUSD.COM
Teacher/Contact Kathy Steffano Teacher/Contact E-mail Ksteffano@my. rescueusd.	QUESTIONS? (209) 532-3691
Contact Phone Number (916) 220-3097 Authorization:	Billing Address:
Participant Fee \$238.00	Name/School
Governing Board/Business Manager/Principal	School District
Of Tackson/Rescue Union SI)	Address
Title Process and Alleli Wille	City/State/ZipPhone ()
Print Signatory's Name Authorized Signature	Fax ()
Date Signed Governing Board Approval Date	Doc# 30635. 02/2019
Notes	
	Receipt Stamp

PROCUREMENT AND MAINTENANCE OF INSURANCE RELATING TO SIERRA OUTDOOR SCHOOL AGREEMENT

To: Group/School/District

From: Sonna Swiderski, Office Supervisor, Sierra Outdoor School

Clovis Unified School District 15700 Old Oak Ranch Road

Sonora, CA 95370 Phone: (209) 532-3691 Fax: (209) 532-4196

Email: sonnaswiderski@cusd.com

Date: May 2, 2022

This notice is being provided to you as a reminder that your agreement with Clovis Unified School District (District) requires that you procure and maintain certain insurance in effect and provide written proof satisfactory, to the District of the required insurance and the following, including a certificate of insurance and any required endorsements:

- Additional insured endorsement naming Clovis Unified School District and its officials, trustees, officers, agents, employees, students, insurers, self-insured pools, and representatives as additional insureds as to the commercial general liability and sexual abuse and molestation liability.
- Primary and non-contributory endorsement.
- Waiver of subrogation as to the required insurance, except as to the workers' compensation and employer's liability insurance.

The written proof of the required insurance and the above-listed documents must be submitted by mail or email to and received by the contact person listed above before your agency's first date of attendance at the Sierra Outdoor School. It is your agency's obligation to maintain insurance and provide updated proof of insurance and the above-listed documents in accordance with Paragraph L.ix of the agreement. If any insurance shall expire or terminate during the term of the agreement, your agency will not be allowed to attend the Sierra Outdoor School until written proof of the required insurance has been provided to the District.

Any questions regarding this notice shall be directed by email or telephone to the above-listed person Thank you for your attention to this matter.

Doc# 30911, 02/2019

Eimear O'Brien, Ed. D. Superintendent 1450 Herndon Ave Clovis, CA 96611

Rees Warne, Director 15700 Old Oak Ranch Rd Sonora, CA 95370 209-532-3691 www.sos.cusd.com