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

BOARD OF TRUSTEES REGULAR MEETING MINUTES

Tuesday, March 10, 2020 - 6:30 p.m. Open Session (Closed Session at 5:30 p.m.)

Rescue District Office Board Room

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.

| ITEM | ITEM DESCRIPTION | | | | | |
|--|--|--|--|--|--|--|
| CALL TO ORDER: | Board president call the meeting to order at 5:30 p.m. | | | | | |
| ROLL CALL: | ✓ Kim White, President ✓ Stephanie Kent, Vice President Tagg Neal, Clerk ✓ Nancy Brownell, Member ✓ Suzanna George, Member ✓ Cheryl Olson, Superintendent and Board Secretary ✓ Sean Martin, Assistant Superintendent of Business Services ✓ Dave Scroggins, Assistant Superintendent of Curriculum and Instruction | | | | | |
| PUBLIC COMMENT: | There were no public comments concerning items on the Closed Session Agenda. | | | | | |
| CLOSED SESSION: District Conference Room | The Board adjourned to closed session to discuss matters of personnel, security, negotiations, student discipline, litigation, or other matters as authorized by Government Code Sections 3549.1, 54956.9, 54956.8, 54957, and 54957.6 and Education Code Sections 35146 and 48918. | | | | | |
| Conference with Labor Negotiator | Discussion with the District's designated negotiators, Dave Scroggins and Sean Martin, regarding directions and issues in negotiations with Rescue Union Federation of Teachers (RUFT), California School Employees Association (CSEA), Confidential Staff, and Administrative Management. | | | | | |
| Resolution # 20-02 – Public Employee Discipline/Dismissal/Release | Personnel | | | | | |
| OPEN SESSION: | Reconvene open session in the Board Room at 6:36 p.m. | | | | | |
| Welcome | The Board president provided an introduction to Board meeting proceedings. | | | | | |
| Flag Salute | Two Lakeview students led the flag salute. | | | | | |
| Adoption of Agenda (Consideration for Action) | Trustee George moved and Trustee Kent seconded to approve the agenda as presented. The motion passed 4-0. | | | | | |

| STUDENT SUCCESS / RECOGNITION: | |
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| Lakeview Elementary School | Lakeview teachers Lisa Thoms and Ashlie Oliver provided a site update and presentation highlighting student successes. Lakeview honored Difference Makers Hilaria Diaz, Lead Custodian, and Lori Clifton, Health Office Nurse. |
| REPORTS AND COMMUNICATION: | |
| Report from Closed Session | Board president reported the following action taken in closed session. The Board voted 4-0 to approve Resolution #20-02, non-reelection of a teacher. Ayes: Trustee Kent, George, Brownell and White Absent: Trustee Neal |
| 2. Superintendent's Report (Supplement) | Superintendent Olson thanked the Board for their support of Measure G. She shared how appreciative we are of the vendors, and California Federation of Teachers for the monetary support for our measure. She also thanked the very generous gift by Meteor, the furniture company, who flew here from Florida to film and create a promotion video for us, free of charge. Mrs. Olson went on to say how grateful we are to all parents, administration, teachers, and classified personnel who supported the measure by being actively involved with the campaign committee, spending hours making phone calls, walking, making signs, and doing a myriad of things to promote our measure. Mrs. Olson remarked that Ben Glickman was a phenomenal chairman, spending literally countless hours devoted to Measure G and Kurt Oneto, Mike Gribitus, Shelle Limoncelli, and Dan Anzini were tremendous and we appreciate their leadership in the campaign committee. In conclusion, Mrs. Olson said we are very sad that our measure did not pass, but we love our district, are very proud of our teachers, staff, parents, students and community and we will continue to do amazing things for kids, despite the loss. Superintendent Olson went on to give a brief update on our progress with the COVID-19. We are working hard to put procedures and protocols in place as we work with Unions and closely with health agencies and EDCOE. We will continue to keep everyone updated and informed. |
| PUBLIC COMMENTS: | There were no public comments. |
| CURRICULUM AND INSTRUCTION: 3. School Calendar for 2020-2021 (Supplement) (Consideration for Action) Assistant Superintendent of Curriculum and Instruction | The Calendar Committee under the guidance of the Assistant Superintendent of Curriculum and Instruction has prepared the recommended school calendar for the 2020-2021 school year for consideration of approval. Trustee George moved and Trustee Brownell seconded to approve the 2020-2021 school calendar. The motion passed 4-0. |

| 4. Public Hearing – Surplus Instructional Materials (Supplement) (Hearing/Consideration for Action) Assistant Superintendent of Curriculum and Instruction | In compliance with BP 3270, the District will: Hold a public hearing regarding the disposal of surplus instructional materials. The public notice has been posted for the appropriate 60 day period. OPEN PUBLIC HEARING: 7:20 p.m. |
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| BUSINESS AND FACILITIES: | These items are provided for Board information, discussion, and/or action. |
| 5. Second Interim Budget Report (Supplement) (Consideration for Action) | The Board will receive a report on the District's Second Interim Report. District administration recommends approval of a positive certification for the Second Interim Budget Report. Trustee George moved and Trustee Brownell seconded to approve |
| Assistant Superintendent of Business Services 6. Dual Boundaries | the Second Interim Budget Report with a positive certification. The motion passed 4-0. |
| 6. Dual Boundaries Serrano Development | The Board will consider approval of the dual attendance boundary for the Serrano Development. |
| (Supplement) (Consideration for Action) Assistant Superintendent of Business Services | Community members moving into the Serrano HOA have requested attendance at the campus closest to their new homes (Green Valley and Pleasant Grove) with transportation services. Due to the changing needs for transportation in the Bass Lake Road area, District staff were already planning to add an additional bus route for the 20-21 school year and therefore can accommodate offering transportation to the existing school of residence (Lakeview and Marina Village) as well as dual attendance to Green Valley and Pleasant Grove. The District will continue to allow those properties in the Serrano HOA to attend Lakeview/Marina Village campuses but they will also have the ability to attend Green Valley/Pleasant Grove if they choose. Trustee Kent and Trustee Brownell seconded to approve the dual boundary attendance boundary for the Serrano Homeowners to attend Lakeview Elementary School or Green Valley Elementary |
| PERSONNEL: | School and Marina Village Middle School or Pleasant Grove Middle School. The motion passed 4-0. |
| 7. Specific Waiver Request | The Board will consider approval of the Specific Waiver Request to |
| Resource Specialist Caseload (Supplement) | the California State Board of Education for Ed Code Section 56362(c). The waiver will allow the resource specialist to exceed the maximum caseload of 28 students. |

| (Consideration for Action) Superintendent | There was discussion regarding the impact to the teacher and students when additional numbers increase the caseload and is this the best solution. Administration was asked if the teacher was agreeable to the increase and both Principal Haley and Director of Support Services, Laura Hendrix stated that the teacher was very comfortable with the increase, preferred this option and shared with the Board that multiple measures are in place to provide support to the teacher. Trustee Kent shared that she still did not feel that this was in the best interest of students or teachers and requested that this not be considered a viable solution, and that administration look at how this could be avoided in the future. The Board asked that administration monitor the outcome and provide information regarding that outcome to the Board in June. Trustee George moved and Trustee Brownell seconded to approve the Specific Waiver Request - Resource Specialist Caseload. The motion passed 3-1. Ayes: Trustee Brownell, George, and White Noes: Trustee Kent | | | | | | | |
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| CONSENT AGENDA: (Consideration for Action) | All matters listed under Consent Agenda are considered to be routine or sufficiently supported by prior or accompanying reference materials and information as to not require additional discussion. A motion as referenced below will enact all items. | | | | | | | |
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| 8. Board Meeting Minutes | Minutes of February 11, 2020 Regular Board meeting. | | | | | | | |
| (Supplement) | | | | | | | | |
| 9. Board Meeting Minutes | Minutes of February 25, 2020 Study Session. | | | | | | | |
| (Supplement) | | | | | | | | |
| 10. 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 2/5/20 through 2/26/20. | | | | | | | |
| 11. District Purchase Orders | Purchase orders must regularly be presented to the Board of Trustees for ratification. The supplemental reflects expenditures from 2/5/20 through 3/3/20. | | | | | | | |
| 12. Personnel | Rescue Union School District's long-range goal is to recruit a diverse, | | | | | | | |
| (Supplement) | high quality staff whose goals and philosophies are student focused. Periodically, changes in staffing occur due to need for additional positions, resignations, or requests for leaves of absence. All positions listed are within current budget allocations. | | | | | | | |
| A. Certificated Personnel | | | | | | | | |
| Leave of Absence (LOA): (For 2020-2021) | Monika Baker .20 LOA Lynette Berry .80 LOA Christina Drever .50 LOA Kathleen Gezi .50 LOA | | | | | | | |

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| Resignation: | Laura Jarecki Jodi Laird Jennifer Wooster Sandra Cornelius Patricia Folsom Alyssa Pierce Stephanie Polnasel Samantha Khachi, Teacher, (6/30/20 Andrea Souza, Teacher, (1.0 | 1.0 FTE), Lakeview, eff | |
| Retirement: | 6/30/20 Lisa Brinkley, Teacher, (1.0) 6/30/2020 | FTE), Lake Forest, effec | tive |
| Temporary Assignments: (Effective End Date 6/30/20) | Megan Alvarado Rebecca Butcher Claudia Carbonell-Bensley Jennifer Craig Amanda Crowley Danielle DeSimoni Cara Diaz Sara Dull Alexandra Greer Shannon Grover Jenna Lillywhite Kristen McKelvey Teresa Merrill Michelle Mesunas Kristin Morones Catherin Mueller Michele Pease Kristen Petty Jennifer Smith Jeanna Storment | Jackson Green Valley Jackson Jackson/Lakeview Marina Village Green Valley Lakeview Rescue Lake Forest Jackson Green Valley Lake Forest Marina Village Lakeview/Marina Village Rescue Green Valley Lakeview Lakeview Lakeview Lakeview Lakeview | 1.0 FTE 1.0 FTE 1.0 FTE 1.0 FTE .98 FTE .50 FTE 1.0 FTE .34 FTE .49 FTE .47 FTE .58 FTE 1.0 FTE |
| B. Classified Personnel Employment: | Christina Calero, Food Service effective 2/26/20 Lissette Castillo, Food Service effective 2/26/20 Timothy Upton, Lead Mainte Facilities, effective 2/24/20 | ce Worker, (.56 FTE), La | ake Forest, |
| Resignation: | Daniel Burnor, Utility Maint Facilities, effective 2/5/20 Christina Calero, Food Service effective 2/25/20 Lissette Castillo, Food Service effective 2/25/20 Charles Owens, Yard Superve effective 2/14/20 | ce Worker, (.25 FTE), L | ake Forest reen Valley, |

| C. Confidential Personnel | |
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| Employment: | Georganna (Anne) Bartels, Payroll Technician, (1.0 FTE), District Office, effective 2/18/20 |
| 13. Rural School Bus Pilot Project Purchase Order/Contract Grant #RSBPP 18-15 Grant #RSBPP 18-18 (Supplement) | The Rescue Union School District has submitted applications for 2 buses to the Rural School Bus Pilot Project Grant. The District has been awarded \$400,000.00 for each of the two busses. The Board will consider approval of the purchase order and contract for the new electric busses with a contribution from the District of approximately \$55,000.00. |
| 14. Agreement: Camino Union School District for Technology Support Services (Supplement) | The Board will consider approval of the agreement with Camino Union School District for the services of the Technology Support Specialist for 2020-2021. |
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| 15. J-13A Request for Allowance of Attendance due to Emergency Conditions | The Board will consider approval of the J-13A waiver for the PG&E Safety Power Shutoff (PSPS) days in order to receive instructional time credit for the day(s) and minutes lost to the emergency closure and approval to reduce the divisor used for |
| (Supplement) | calculating average daily attendance (ADA). |
| 16. Consolidated Application | The District applies for Federal Categorical Program Funding on a yearly basis. The Application for Funding for the 2019-2020 year |
| (Supplement) | is submitted to the Board for approval |
| 17. Overnight Field Trip Marina Village Disneyland Magic Music Days | The following trip to Disneyland Magic Music Days has been approved by Instructional Services and is submitted for Board approval. |
| (Supplement) | <u>Disneyland Magic Music Days</u> Marina Village Middle School February 3-6, 2020 |
| 18. Donations | The Board and District appreciate and accept the following donations: |
| | Green Valley School - Basket donation from Pediatric Dental Specialists, Dr. Rawlins and Dr. Wittwer - \$500.00 from Lisa Skube for field trip scholarships |
| 19. Surplus Property | Board Policy allows staff to identify District property that is |
| (Supplement) | unusable, obsolete or is no longer needed by the District to be declared surplus so that disposal and/or sale can proceed. A list of surplus property items is provided as a supplement. |
| CLOSED SESSION: | The Board reconvened closed session at 8:59 p.m. as authorized by Government Code Sections 3459.1, 54956.9, 54956.8, 54957, and 54957.6 and Education Code Sections 35146 and 48918. |
| OPEN SESSION: | The Board reconvened open session at 9:07. |
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| REPORT FROM CLOSED SESSION: | The Board president reported no action taken in closed session. |
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| ADJOURNMENT: | The meeting adjourned at 9:08 p.m. |

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

BOARD OF TRUSTEES SPECIAL MEETING MINUTES

Tuesday, March 31, 2020 – 5:30 P.M. (closed session 4:30 P.M)

Rescue District Office Board Room

The Public's health and well-being are the top priority for the Board of Trustees of the Rescue Union School District and you are urged to take all appropriate health safety precautions. To facilitate this process, this meeting of the Board was held 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.

| ITEM | ITEM DESCRIPTION |
|----------------------------------|---|
| CALL TO ORDER: | Board president called the meeting to order at 4:31p.m. |
| ROLL CALL: | ✓ Kim White, President ✓ Stephanie Kent, Vice President ✓ Tagg Neal, Clerk ✓ Nancy Brownell, Member ✓ Suzanna George, Member ✓ Cheryl Olson, Superintendent and Board Secretary ✓ Dave Scroggins, Assistant Superintendent of Curriculum and Instruction ✓ Sean Martin, Assistant Superintendent of Business Services |
| PUBLIC COMMENT: | There were no public comments. |
| 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 designated negotiators, Dave Scroggins and Sean Martin, 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: | The meeting commenced in open session via Zoom at 5:30 p.m. |
| Welcome | The Board president provided an introduction to Board meeting proceedings. |

| Adoption of Agenda (Consideration for Action) | Trustee George moved and Trustee Brownell seconded to approve the agenda as presented. The motion passed 5-0. Roll Call Vote: Ayes: Trustee Brownell, George, Neal, Kent and White |
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| PUBLIC COMMENTS: | There were not public comments. |
| GENERAL | |
| Coronavirus Discussion and Update (Supplement) | The safety and well-being of students, families, teachers and staff members are of the utmost importance to the Rescue Union School District Board of Trustees. The Board discussed the impact of the Coronavirus (COVID-19) on our district. |
| (Discussion/Direction) Superintendent | |
| ADJOURNMENT: | Trustee Neal moved and Trustee Kent seconded to adjourn the meeting at 6:19 p.m. |

ACCOUNTS PAYABLE PRELIST BATCH: 0042 0042 02 28 2020 LQ APY500 L.00.18 02/26/20 15:54 PAGE << Held for Audit >>

Vendor/Addr Remit name Tax ID num Deposit type ABA num Account num EE ES E-Term E-ExtRef FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH T9MPS Liq Amt Net Amount Req Reference Date Description 105011/00 TEACHER SYNERGY LLC 205345 PO-200336 02/21/2020 112415441 1 01-9427-0-4300-1110-1000-027-0000-97-000 NY P 7.00 7.00 7.00 * TOTAL PAYMENT AMOUNT 7.00 105800/00 TSOSIE, JEANNIE PV-200701 02/26/2020 MILEAGE 2-17 TO 2-21 01-6500-0-5819-5001-7111-063-0000-00-000 NN 273.70 TOTAL PAYMENT AMOUNT 273.70 * 273.70 28,343.78 *** 0.00 28,343.78 TOTAL BATCH PAYMENT 28.343.78 **** 0.00 28,343.78 TOTAL DISTRICT PAYMENT 28,343.78 **** 0.00 28,343.78 TOTAL FOR ALL DISTRICTS: 24, not counting voids due to stub overflows. 28,343.78 Number of checks to be printed: Number of zero dollar checks: 1, will be printed.

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

District Designee

Date

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ACCOUNTS PAYABLE PRELIST BATCH: 0043 0043 03 06 2020 LQ APY500 L.00.18 03/04/20 16:35 PAGE << Held for Audit >>

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| 022495/00 WILLIAMSON, MICHELE | | | |
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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

| Vendor/Addr Remit name Req Reference Date Descri | | /pe ABA num Accoun SC Y OBJT GOAL FUNC LC1 LOC2 | | erm E-ExtRef Net Amount |
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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 Designe

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| Vendor/Addr Remit name Req Reference Date | Ta: Description | (ID num | Deposit type FD RESC | ABA I Y OBJT GOAL FUI | num Account num NC LC1 LOC2 L3 SCH T9 | EE ES E-Term MPS Liq Amt | m E-ExtRef Net Amount |
| 105401/00 TURF STAR INC | , | | | | | | |
| 205114 PO-200039 03/19/2020 205114 PO-200039 03/19/2020 | REDUCE PO PER C SP REDUCE PO PER C SP | LLERS | 1 01-0842- 1 01-0842- PAYMENT AMOUNT | 0-4360-0000-36 0-4360-0000-36 | 00-083-0000-00-000 NN 00-083-0000-00-000 NN 0.00 * | C 2,000.00 O -1,500.00 | 0.00 0.00 0.00 |
| 011989/00 UNITED RENTALS | NORTHWEST INC | | | | | | |
| PV-200798 02/28/2020 |) 179450876-001 FORKI | | 01-8150- PAYMENT AMOUNT | 0-5610-0000-81 | 10-085-0000-00-000 NN 811.45 * | | 811.45 811.45 |
| 104213/00 VALLEY POWER SY | STEM NORTH INC | | | | | | |
| 205115 PO-200038 03/19/2020 205115 PO-200038 03/19/2020 205115 PO-200038 02/28/2020 205115 PO-200038 02/28/2020 |) J 64775 | | 1 01-0842- 1 01-0842- | 0-4360-0000-36(0-4360-0000-36(0-4360-0000-36(0-4360-0000-36(| 00-083-0000-00-000 NN 00-083-0000-00-000 NN | C 1,000.00 O -3,100.00 P 3,100.00 M 0.00 | 0.00 0.00 3,163.88 -643.50 2,520.38 |
| | | | SATCH PAYMENT USE TAX AMOUNT | 5 | 7,314.53 *** | 0.00 | 57,314.53 22.43 |
| | | | ISTRICT PAYMEN USE TAX AMOUNT | т 5 | 7,314.53 **** | 0.00 | 57,314.53 22.43 |
| | | | OR ALL DISTRIC | TS: 57 | 7,314.53 **** | 0.00 | 57,314.53 22.43 |
| Number of checks to be po Number of zero dollar che | | | voids due to st | ub overflows. | | | 57,314.53 |

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 herean

District Designee

Date

ACCOUNTS PAYABLE PRELIST BATCH: 0048 0048 04_03_2020 LQ APY500 L.00.18 04/01/20 15:52 PAGE << Held for Audit >>

Tax ID num Deposit type EE ES E-Term E-ExtRef ABA num Account num Vendor/Addr Remit name FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH T9MPS Liq Amt Net Amount Rea Reference Date Description 104986/00 TPX COMMUNICATIONS 1 01-0000-0-5901-0000-7600-081-0000-00-000 NN P 1,485.72 1,485.72 205154 PO-200152 03/09/2020 153965 TOTAL PAYMENT AMOUNT 1,485.72 * 1.485.72 105020/00 TRANE US INC 0.00 500.00 205068 PO-200083 03/31/2020 DEC PER P JONES 1 01-8150-0-4300-0000-8110-085-0000-00-000 NN C 1 01-8150-0-4300-0000-8110-085-0000-00-000 NN 0 -100.00 0.00 205068 PO-200083 03/31/2020 DEC PER P JONES 0.00 TOTAL PAYMENT AMOUNT 100780/00 TRUE VALUE HARDWARE 2 01-0000-0-4300-0000-8210-084-0000-00-000 NN C 2.993.04 0.00 205031 PO-200078 03/23/2020 DEC PER P JONES -993.04 0.00 2 01-0000-0-4300-0000-8210-084-0000-00-000 NN O 205031 PO-200078 03/23/2020 DEC PER P JONES 0.00 0.00 * TOTAL PAYMENT AMOUNT 100001/00 VERIZON WIRELESS 871.30 1 01-0000-0-5901-0000-7600-081-0000-00-000 NN P 871.30 205153 PO-200151 03/18/2020 9850763173 871.30 TOTAL PAYMENT AMOUNT 871.30 * 100882/00 WON-DOOR CORPORATION 1 01-8150-0-5806-0000-8110-085-0000-00-000 NN C 122.00 0.00 205071 PO-200080 04/01/2020 CLOSE PER P JONES 0.00 TOTAL PAYMENT AMOUNT 0.00 * 0.00 73,838.53 73,838.53 *** TOTAL BATCH PAYMENT 73.838.53 TOTAL DISTRICT PAYMENT 73.838.53 **** 0.00 73.838.53 **** 0.00 73,838.53 TOTAL FOR ALL DISTRICTS: Number of checks to be printed: 51, not counting voids due to stub overflows. 73,838.53 Number of zero dollar checks: 15, will be printed.

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

District Designee

Date

GENERAL FUND

P.O.# VENDOR NAME DESCRIPTION AMOUNT SITE NAMES 620.00 Rescue School 200908 AMAZING ANIMAL WORLD first grade 450.00 Pleasant Grove Middle School Gen. Band Amazon 200863 AMAZON CAPITAL SERVICES INC Gen. Band Amazon
Cheryl's 2 monitors
proj lamp, 3 cards, iPad case
Curriculum Tools- Blanket PO
Printer Drum-Technology Budget
PLTW-Garden Supplies
Music Dept. Printer for Ben C.
GV - library stamps 234.32 DISTRICTWIDE SERVICES 200864 AMAZON CAPITAL SERVICES INC 222.20 DISTRICTWIDE SERVICES 200865 AMAZON CAPITAL SERVICES INC 200870 AMAZON CAPITAL SERVICES INC 500.00 Pleasant Grove Middle School 200873 AMAZON CAPITAL SERVICES INC 131.69 Pleasant Grove Middle School 18.76 Pleasant Grove Middle School 200879 AMAZON CAPITAL SERVICES INC 203.76 Marina Village School 200882 AMAZON CAPITAL SERVICES INC 31.71 GV - library stamps DISTRICTWIDE SERVICES 200905 AMAZON CAPITAL SERVICES INC 219.85 Birthday Pencils Lakeview 200861 ANDERSON'S AVID Dist. Plane Tickets 200871 BANK OF AMERICA 895.72 Pleasant Grove Middle School 200892 BANK OF AMERICA Sam Club Paper 600.17 Jackson School CUE spring online Conference 525.00 Pleasant Grove Middle School 200921 BANK OF AMERICA 182,773.03 200920 CDW-G CHROMEBOOKS DISTRICTWIDE SERVICES 8,775.00 595.11 200878 COLOMA OUTDOOR DISCOVERY Field Trip Pmt 2 Lake Forest School Talent Show T-Shirts Lakeview 200884 CUSTOMINK 200906 DEMCO INC Library Supplies 130.35 DISTRICTWIDE SERVICES Residential Treatment Services 80,988.94 DISTRICTWIDE SERVICES 200922 DEVEREUX TEXAS TREATMENT NET 290.00 Brancoli Field Trip Pmt 2 Lake Forest School 200885 DISCOVERY MUSEUM 200903 DISCOVERY MUSEUM Field Trip Goertz 580.00 Lake Forest School 370.00 Rescue School 200887 EDC AG IN THE CLASSROOM Farm Day 3rd Grade Farm Day field trip 405.00 PBIS Referral Forms 282.07 Lake Forest School 200889 EDC AG IN THE CLASSROOM 200867 EL DORADO COUNTY Green Valley School I SWIM Tickets 184.47
Science Framework Training 1,950.00
5th Gr. Pool Rental 1,100.00
Celebration Book Club Order 958.31
K field trip Mountain Baker 365.00
712.00 Lake Forest School 200907 EL DORADO COUNTY 200910 EL DORADO COUNTY DISTRICTWIDE SERVICES 200904 EL DORADO HILLS COMMUNITY Lake Forest School Jackson School 200897 FOLLETT SCHOOLS SOLUTIONS INC Lake Forest School 200880 FOLSOM CITY ZOO SANCTUARY 200877 GOLD BUG PARK & MINE Rescue School 200902 IMPRINTORY I SWIM shirts 307.81 Lake Forest School 200859 JONES SCHOOL SUPPLY CO INC Promtion & Honor Roll Certs. 74.43 Jackson School 75.34 Lakeview 200862 JONES SCHOOL SUPPLY CO INC Award Paper 14,005.00 Maintenance 200891 JORGENSEN CO (SOLON FIRE) 14,005.00 Maintenance 200917 JORGENSEN CO (SOLON FIRE) 19,900.00 200875 KIZ CONSTRUCTION INC Maintenance 200914 MAGUIRE, JENNY Math Coach Session 1,034.96 DISTRICTWIDE SERVICES 200868 MAIDU MUSEUM & HISTORIC SITE 520.00 Green Valley School Maidu FT Music in The Parks Six Flags 6,776.00 Pleasant Grove Middle School 200895 MUSIC IN THE PARKS Suppluies for JAG Performance 45.02 Jackson School 200876 ORIENTAL TRADING COMPANY INC 171.60 DISTRICTWIDE SERVICES 200894 PAR testing supplies 200890 PARTITION SPECIALTIES INC 1,854.00 Maintenance 200899 PEARSON ASSESSMENTS Psych Testing Supplies 897.31 DISTRICTWIDE SERVICES Psych Testing Supplies
Ldrshp Photo Booth-March Dance
Honor Band @ Pioneer Fee 357.23 Pleasant Grove Middle School 200896 PERFECT PIXEL PHOTO BOOTH Honor Band @ Pioneer Fee 175.00 Pleasant Grove Middle School 200883 PIONEER UNION SCHOOL DISTRICT Spelling Bee 240.00 Green Valley Staples for copier 297.47 Rescue School Riso CONTRACTS 729.72 Pleasant Grove Lakeview deposit for field trip 100.00 Rescue School School Supplies 670.26 Lake Forest School Supplies 670.26 Lake Forest School School School Supplies 670.26 Lake Forest School School Supplies 670.26 Lake Forest School Green Valley School 200872 POLLOCK PINES ESD 200866 RAY MORGAN COMPANY Pleasant Grove Middle School 200860 RISO PRODUCTS OF SACRAMENTO 200888 RISO PRODUCTS OF SACRAMENTO 200886 ROLLER KING SKATING 200881 SACRAMENTO RIVER CATS School Supplies 670.26 Lake Forest School 200901 SCHOOL SPECIALTY INC

| 015 RE | ESCUE | UNION | SCH | HOOL | DISTRICT | |
|--------|-------|--------|-----|------|----------|--|
| MARCH | 2020 | PURCHA | SE | ORDE | ERS | |

P.O. BOARD REPORT

J98081 POX600 L.00.00 04/06/20 PAGE 2 CUTOFF DATES: 03/04/2020 TO 04/03/2020

| 01 | GENERAL FUND | | | |
|--|---|--|---|---|
| P.O.# | VENDOR NAME | DESCRIPTION | AMOUNT | SITE NAMES |
| 200898 200893 200909 200919 200918 200915 200916 200874 200900 | STEPHEN ROATCH ACCOUNTANCY COR SWOA-SIERRA WEST OFF. ASSOC TAGUE BAND INSTRUMENT SERVICES THE LION ELECTRIC CO USA INC THE LION ELECTRIC CO USA INC TOLEDO P E SUPPLY CO | office supplies folders AUDIT SERVICE 2019-20 Refs for BBall Gen. Band Instrument repair ELECTRIC BUS - 78 CAP ELECTRIC BUS CAP 83 Yard Supervisors / balls Stamp Rolls for Office Use | 7,000.00 510.18 24,400.00 360.00 610.04 21,675.69 33,140.72 157.96 110.00 | Maintenance DISTRICTWIDE SERVICES DISTRICTWIDE SERVICES Green Valley School Pleasant Grove Middle School DISTRICTWIDE SERVICES DISTRICTWIDE SERVICES Marina Village School Lake Forest School |
| | | TOTAL FUND | 438,141.80 | |

015 RESCUE UNION SCHOOL DISTRICT MARCH 2020 PURCHASE ORDERS

P.O. BOARD REPORT

J98081 POX600 L.00.00 04/06/20 PAGE 3 CUTOFF DATES: 03/04/2020 TO 04/03/2020

SCHOOL FACILITIES FUND

P.O.# VENDOR NAME DESCRIPTION AMOUNT SITE NAMES
200869 BENCHMARK GENERAL ENGINEERING 11,640.00 Maintenance

TOTAL FUND 11,640.00

TOTAL DISTRICT 449,781.80

015 RESCUE UNION SCHOOL DISTRICT MARCH 2020 PURCHASE ORDERS

P.O. BOARD REPORT FUND TOTALS RECAP J98081 POX600 L.00.00 04/06/20 PAGE 4 CUTOFF DATES: 03/04/2020 TO 04/03/2020

| FUND | | AMOUNT | |
|------|------------------------|--------------------|--|
| | | | |
| 01 | GENERAL FUND | 438,141.80 | |
| | | 50= 50 5 10 | |
| 35 | SCHOOL FACILITIES FUND | 11,640.00 | |
| | | | |
| | TOTAL DISTRICT | 449,781.80 | |

ITEM #: 14A

DATE: April 14, 2020

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Administrative Personnel

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 Action | FTE | Position | School or Dept. | Effective Date |
|---------------|---------------------|-----|------------------------------------|-----------------|-------------------|
| Laura Hendrix | Retirement | 1.0 | Director, Student Support Services | District Office | 6/30/2020 |

FISCAL IMPACT:

Fiscal impact will be reflected in the 2020-2021 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.

RECOMMENDATION:

The Superintendent recommends the Board approve the above personnel actions.

ITEM #: 14B

DATE: April 14, 2020

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Classified Personnel

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 | Position FTE | Position | School/Dept. | Effective Date |
|---------------------|---------------------|-----------------|---|------------------|-------------------|
| Araujo, Janice | Employment | 1.0 | Lead Custodian | Rescue | 4/15/20 |
| Bloomquist, Maryann | Employment | .19 | Itinerant Independence Fac. – Behavior (Short-term) | Student Services | 3/16/20 |
| Diaz, Hilaria | Employment | 1.0 | Lead Custodian | Marina Village | 4/15/20 |
| Napolitano, Dori | Employment | .75 | Itinerant Independence Fac. – Behavior | Student Services | 3/10/20 |
| Suske, Annette | Employment | .75 | Itinerant Independence Fac. – Behavior | Student Services | 3/13/20 |
| Araujo, Janice | Resignation | 1.0 | Lead Custodian | Marina Village | 4/14/20 |
| Diaz, Hilaria | Resignation | 1.0 | Lead Custodian | Lakeview | 4/14/20 |
| Plemons, Katie | Resignation | .17 | Instructional Assistant | Green Valley | 3/12/20 |
| Dyckma, Craig | Retirement | 1.0 | Lead Custodian | Rescue | 4/14/20 |
| Employee #3760 | Dismissal | | | | 3/09/20 |

FISCAL IMPACT:

Fiscal impact will be reflected in the 2019-2020 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.

RECOMMEDATION:

The Superintendent recommends the Board approve the above personnel actions.

ITEM #: 15

DATE: April 14, 2020

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Resolution #20-04

Declaring an Election Be Held in RUSD Jurisdiction

Consolidation with Other Districts Requesting Election Services

BACKGROUND:

Education Code 5000.5 requires the Board to order a regular biannual election to fill offices of members of the Governing Board. The Board is also required to pass a resolution requesting to have the election consolidated with any other election conducted on the same day.

STATUS:

Two full terms to expire 12/6/2024 are up for election on Tuesday, November 3, 2020. Resolution #20-04 calls for consolidation of the election with other districts requesting election services.

FISCAL IMPACT:

Resolution #20-04 authorizes the Registrar of Voters, at District expense, to provide all necessary services, which shall include, but not be limited to: publications, issue nomination documents, ballots, sample ballots, election officers, polling places and canvass.

RECOMMENDATION:

District administration recommends the Board approve Resolution #20-04 to consolidate the election held in its jurisdiction with other districts requesting election services.

RESOLUTION NO. 20-04

Rescue School District

Declaring an Election Be Held in its Jurisdiction Consolidation with Other Districts Requesting Election Services

WHEREAS, it is the determination of the above-named district that an election be held on November 3, 2020, at which election the issue to be presented to the voters shall be:

NOMINATION OF CANDIDATES

Full 4 year terms to expire 12/06/2024

No. of Members
To be Elected

<u>Term</u>

| BE IT RESOLVED that the Elections Department of El Dorado County is hereby requested to: | | | | |
|---|--|--|--|--|
| 1. Consolidate said election with any other election conducted on the same day. | | | | |
| Authorize and direct the Registrar of Voters, at District expense, to provide all necessary services, which shall include, but not be limited to: | | | | |
| publications, issue nomination documents, ballots, sample ballots, election officers, polling places and canvass. | | | | |
| 3. In the event of a tie vote, the winning candidate shall be decided by lot. | | | | |
| PASSED AND ADOPTED on April 14 , 2020 at a regular meeting, by the following vote: | | | | |
| AYES: NOES: ABSENT: | | | | |
| President ATTEST: | | | | |
| Date: | | | | |

ITEM #: 16

DATE: April 14, 2020

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Williams Act Uniform Complaint Procedures Quarterly Report

BACKGROUND:

Title 5, Chapter 5.1, Section 4600 requires school districts to report summarized data from the Uniform Complaint Process to the county superintendent of schools and the local governing board quarterly.

STATUS:

The District posts a notice in each classroom-notifying parents that there should be sufficient textbooks and instructional materials in the room and school facilities must be clean, safe and maintained in good repair. The District has adopted a Uniform Complaint Procedure and is now reporting to the County Superintendent pursuant to Education Code 35186, that the Rescue Union School District received no complaints under the Williams Act Uniform Complaint Procedures for the period of January 1, 2020 to March 31, 2020.

FISCAL IMPACT:

NA

BOARD GOALS:

Board Focus Goal V – FACILITY HOUSING:

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

RECOMMENDATION:

Approve the Williams Act Quarterly Report and direct staff to forward the Williams Act Quarterly report for the period of January 1, 2020 to March 31, 2020 to the El Dorado County Superintendent of Schools.

Quarterly Report on Williams Uniform Complaints [Education Code § 35186]

| To: Dr. Ed Manansala, | Superintendent of | f Schoo | ols | | |
|--|--------------------------|----------|--|--------------------------|---------|
| Rescue | Union School Dist | rict | | | |
| District: | | | | | |
| Person completing this for | m: Phil Jones | | Title: Mani | ntenance/Operations Coor | dinator |
| Quarterly Report Submiss (check one) | ion Date: | | January 2020 April 2020 July 2020 October 2020 | | |
| Date for information to be | reported publicly | at gove | erning board meeting: _ | April 14, 2020 | |
| Please check the box that | applies: | | | | |
| ✓ No compla indicated a | | h any s | chool in the district duri | ng the quarter | |
| - | following chart su | | in the district during the zes the nature and resolution | - | |
| General Subject Area | Total # of Complaints | S | # Resolved | # Unresolved | |
| Textbooks and Instructional Materials | | | | | |
| Teacher Vacancy or Misassignment | | | | | |
| Facilities Conditions | | | | | |
| TOTALS | | | | | |
| | Signature of I | District | Superintendent | | |
| | | Date | | | |

ITEM #: 17

DATE: April 14, 2020

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Jackson

4th Grade Outdoor Education Overnight Field Trip and Contract

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 24-26, 2021

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.

RECOMMENDATION:

District administration recommends the Board of Trustees approve the 4th grade outdoor education overnight field trip request and service contract for Sierra Outdoor School.

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: | Contact Person: Kathy Steffano | | | Date of Request: 3/6/2020 | | | |
|--|----------------------------------|-----------------------------------|--|---------------------------|------------------------------|---------------------|---------|
| School: | kson Elementar | v | | | Date(s) of Trip: N | March 24,25,26 2021 | |
| PARTICIPANT | | , | | | Official ficial in ficial in | ip io overnight 🖂 | |
| I AITHOII AITH | Teach | er | Grade | # of Students | # of Staff | # of Chaperones | Total |
| Kathy Steffano | | | 4 | 27 | 1 | 4-6 | 34 |
| Karen Magallanes | | | 4 | 27 | 1 | 4-6 | 34 |
| Genevieve Andrews 4 | | | 4 | 27 | 1 | 4-6 | 34 |
| Total Participants | | | | | | | |
| DESTINATION | Check her | e if field trip is out of state [| | | | • | |
| Destination: Sierra | Outdoor Sch | ool | | | Contact Person: | | |
| Address: 15700 O | ld Oak Rancl | n Rd. Sonora, Ca 95370 | | | Phone: 209-532-3 | 3691 | |
| MODE OF TRA | NSPORTA | TION | | | 11/1 | | |
| ☐ V If District Bus, name | Valking | ☐ Private Vehicle | □ Com | mercial Tr | ansportation | ☑ District B | us |
| ITINERARY | or stair riding ti | 10 000. | | | | COST PER | PERSON |
| Arrival Tin | ne | Departure Time | | Locati | | Entrance Fee | |
| | | 8:00 | | Depart from | | Transportation | |
| | | | | : Mercer Cavern OS | S | Parking Food | - |
| | _ | | Other: Co | | | Other | |
| 5:00 | | | Other. Co | Arrival Back | at School | Total | |
| | | | | Source of funds: | | | |
| PURPOSE & P | | | | | 68 8 8 | | |
| (Describe field trip a | nd how it relate | s to and supports concurrent unit | of study. Des | cribe activities in | ivolved in preparation fo | or field trip.) | |
| Science, Gold R | ush history. (| Caverns, Columbia gold rus | sh town. E | cology forest | studies | | |
| Teacher Signature | | | | Date 3 | 20 | | |
| Principal Signature | | | | Date | | Approved | Denied |
| Superintendent Sigr | nature | | | Date | | | Denied |
| Reason for Denial: | | | | | | Approved | Defiled |
| *** FOR TRANSPORTATION USE *** | | | | | | | |
| | | | Estimated Mileage Cost miles @ \$ = \$ | | | | |
| Route Coverage Required? YES NO Estimated Driver Cost hrs x \$30 = + \$ (meal) = \$ | | | | | | | |
| TMS# | Noute coverage nequired: 115 140 | | | | \$ | | |
| Name of Commercial Carrier: Estimated Charges Teacher Confirmation Commercial Carrier Confirmation | | | | | | | |
| ☐ Approved | | | | | Approved | | |
| Director of Transportation Signature | | | | Date | | | Denied |
| Comments: | | | | | | | |

CLOVIS UNIFIED SCHOOL DISTRICT SIERRA OUTDOOR SCHOOL

Eimear O'Farrell, 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 ("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 and a \$1.00 lab fee per participant for arrow heads class if these classes are 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 1) 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 [4-17-20] to maintain an existing time slot. Failure to do so before this date may result in a forfeiture of the time slot. In the event that the Group/School/District is waiting for school board approval and is unable to return the Agreement by the specified date, a \$1,000.00 non-refundable deposit must be received by CUSD by [4-17-20] to reserve the time slot for 30 days. This deposit will be applied to the invoice at the completion of your stay.

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).
- 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 www.clovisusd.k12.ca.us/SOS.

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. <u>CUSD Indemnification of Group/School/District Entities</u>. 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/Indemnify. 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 [\$202.00] 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 [4-17-20] 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. Assignment. This Agreement shall not be assignable by the Group/School/District without the written consent of CUSD, except to a successor in interest.
- C. Entire Agreement. 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. Amendment of Agreement. 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

| Dated: February 4, 2020 | By: Chu Z. Warm |
|---|---|
| | Rees Warne, Director Sierra Outdoor School |
| SCHOOL YEAR: <u>2020-21</u> | Sierra Outdoor School |
| DATES OF ATTENDANCE AT THE SIERRA OUTDOOR SCHOOL:_ | March 24-26 |
| Please complete th | e information below |
| FORMS NOT COMPLETELY FILLED OUT WILL BE RETURNED | · |
| GRADE LEVEL (Circle) K 1 2 345 6 7 8 | PLEASE SIGN AND RETURN A COPY OF THIS AGREEMENT BY MAIL OR FAX TO: |
| Projected Number of Student Participants 81 | |
| Number of Chaperones (1:10 Ratio) 18 Number of Teachers/Admin 3 | SIERRA OUTDOOR SCHOOL 15700 OLD OAK RANCH ROAD SONORA, CALIFORNIA 95370 FAX (209) 532-4196 |
| Teacher/Contact Kathleen Steffano | OUESTIONS? (209) 532-3691 |
| Teacher/Contact E-mail 15+ effanoc my rescueus d. 000 | |
| Contact Phone Number (916) 933-1828 Authorization: | Billing Address: |
| 2.11 | Name/School |
| \$202.00 | School District |
| Governing Board/Business Manager/Principal | Address |
| OfGroup/School/District | |
| Title | City/State/Zip |
| By Print Signatory's Name | Phone () |
| Print Signatory's Name | Fax () |
| Authorized Signature | |
| Date Signed Governing Board Approval Date | Doc# 30635, 02/2019 |
| Notes | |
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| | Receipt Stamp |