



RESCUE UNION SCHOOL DISTRICT

2390 Bass Lake Road Rescue, CA 95672 (530) 677-4461 / FAX (530) 677-0719
www.rescueusd.org

BOARD OF TRUSTEES STUDY SESSION MINUTES

Tuesday, September 27, 2022 - 6:30 p.m. Open Session (Closed Session at 5:30 p.m.)
Rescue District Office Board Room

The Public's health and well-being are the top priority for the Board of Trustees of the Rescue Union School District and 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>

CALL TO ORDER: Board president called the meeting to order at 5:30 p.m.

ROLL CALL:

- ✓ Michael Gordon, President
- ✓ Nancy Brownell, Vice President
- ✓ Suzanna George, Clerk
- ✓ Kim White, Member
- ✓ Michelle Bebout
- ✓ 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 6:33 p.m.

Welcome - The Board president provided an introduction to Board meeting proceedings.

Flag Salute - Board president led the flag salute.

1. Adoption of Agenda

(Consideration for Action)

Trustee George moved and Trustee Brownell seconded to approve the agenda as presented. Motion passed 5-0.

PUBLIC COMMENTS:

There were no public comments.

GENERAL:

2. District Operational Chart

(Materials Provided)

The Board and Superintendent participated in a study session related to the district's 2022-2023 operational structure. Highlights discussed included the restructuring of the Human Resources Department to three employees from two, and the addition of a full-time District Office Secretary.

CURRICULUM AND INSTRUCTION

3. RISE Summer Program 2022

(Material Provided)

The Board and Superintendent participated in a study session related to the district's 2022 summer program. Trustee Brownell remarked on the need to measure impact of student learning with assessments and additional tools. Trustee Gordon commented on the benefits of the RISE program for students improving with academics as well as the overall enrichment offered for all registered students.

ADJOURNMENT: Trustee White moved to adjourn the meeting at 7:53 p.m.

Suzanna George, Clerk

Date

Michael Gordon, President

Date



RESCUE UNION SCHOOL DISTRICT

2390 Bass Lake Road Rescue, CA 95672 (530) 677-4461 / FAX (530) 677-0719
www.rescueusd.org

BOARD OF TRUSTEES STUDY SESSION MINUTES

Tuesday, October 11, 2022
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 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>

CALL TO ORDER: Board president called the meeting to order at 5:34 p.m.

ROLL CALL:

- ✓ Michael Gordon, President
Nancy Brownell, Vice President
- ✓ Suzanna George, Clerk
Kim White, Member
- ✓ Michelle Bebout
- ✓ Jim Shoemake, Superintendent and Board Secretary

OPEN SESSION:

Convened open session in the Board Room at 5:34 p.m.

Welcome - The Board president provided an introduction to Board meeting proceedings.

Flag Salute - Board president led the flag salute.

1. Adoption of Agenda (Consideration for Action)

Trustee George moved and Trustee Bebout seconded to approve the agenda as presented. Motion passed 3-0.

Trustees Brownell and White reported to the Study Session after the adoption of the agenda, at 5:45 p.m.

PUBLIC COMMENTS:

There were no public comments.

REPORTS AND COMMUNICATION:

(Presentation)

Recognition - The Board President presented a Proclamation acknowledging Board Member Tagg Neal's service to the Board and District.

CURRICULUM AND INSTRUCTION:

(Director of Special Education & Student Services)

2. Organizational Structure of Special Education

The Superintendent recommended the Board hear a presentation on the organizational structure of the district's Special Education department. (Presentation) (Materials Provided)

ADJOURNMENT: Trustee White moved to adjourn the meeting at 7:20 p.m.

Suzanna George, Clerk

Date

Michael Gordon, President

Date

RESCUE UNION SCHOOL DISTRICT

AGENDA: Certificated Personnel

RECOMMENDATION:

The Superintendent recommends the Board 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:

Name	Personnel Action	Position FTE	Position	School or Dept.	Effective Date
McGehee, Andrea	Employment, Temp.	1	Teacher	Green Valley	8/8/2022
Nezbeth, Lacie	Employment, Temp.	1	Teacher	Green Valley	9/20/2022
Nichols, Vanessa	Employment, Temp.	1	Counselor	Jackson	10/3/2022

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.

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:

Name	Personnel Action	Pos. FTE	Position	School/Dept.	Effective Date
Clarín, Tashina	Employment	.50	Food Service Worker	Central Kitchen	9/21/2022
Compton, Ashley	Employment	.3750	Yard Supervisor	Green Valley	9/15/2022
Dashiell, Kaylee	Employment	.3750	II Facilitator	Lakeview	9/13/2022
Ernst Nelson, Daniela	Employment	.3750	Yard Supervisor	Marina Village	9/15/2022
Foster, Sonja	Employment	.125	Yard Supervisor	Lake Forest	9/01/2022
Gonzalez, Arcelia	Employment	.3438	Yard Supervisor	Rescue	9/29/2022
Hada, Deborah	Employment	.1962	IA – Intervention (Title 1)	Green Valley	9/13/2022
Lee, Brandelynn	Employment	1.0	Custodian	District-wide	10/04/2022
Lyttge, Timothy	Employment	.75	II Facilitator	Marina Village	9/19/2022
Miller, Laura	Employment	.3438	Yard Supervisor	Rescue	9/16/2022
Smith, Carl	Employment	1.0	Lead Maintenance Tech.	Maintenance	9/06/2022
Staggs, Rodger	Employment	.6875	Bus Driver	Transportation	10/17/2022
Stone, Jennifer	Employment	.6762	Instructional Assistant	Lake Forest	10/4/2022
Sweet, Heather	Employment	.6250	Food Service Worker	Lake Forest	9/26/2022
Ward, Amy	Employment	.375	IA – Intervention (Title 1)	Green Valley	9/01/2022
Wilcox, Hailey	Employment	.375	IA – Intervention (Title 1)	Green Valley	9/08/2022
Hostetler, Elizabeth	Promotion	.75	PBIS Facilitator	Green Valley	9/13/2022
Amaral, Kim	Resignation	1.0	Special Education Support Services Secretary	Special Education	9/29/2022
Hostetler, Elizabeth	Resignation	.3381	Instructional Assistant- Kinder	Green Valley	9/12/2022
Napolitano, Dori	Resignation	.75	II Facilitator	Jackson	10/19/2022
Overton, Brian	Resignation	.6250	Bus Driver	Transportation	9/30/2022
Ramirez, Graciela	Resignation	.3750	Community Liaison	Special Education	9/30/2022
Waters, Janeen	Resignation	.6250	Food Service Worker	Food Service	9/01/2022
Employee #4055	Dismissal	.75			9/13/2022

FISCAL IMPACT:

Fiscal impact will be reflected in 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.

Vendor/Addr Remit name Req Reference Date Description	Tax ID num	Deposit type	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	T9MPS	EE	ES	E-Term	E-ExtRef
100112/00 TCI P.O. BOX 1327 RANCHO CORDOVA, CA 95741																	
235355 PO-230354 08/22/2022 96367																	
100001/00 VERIZON WIRELESS P O BOX 660108 DALLAS, TX 75266-0108																	
235309 PO-230301 08/24/2022 9914302647																	
106393/00 WASTE CONNECTIONS OF CA INC DBA EL DORADO DISPOSAL 4100 THROWITA WAY PLACERVILLE, CA 95667																	
235113 PO-230097 08/18/2022 01-01278133																	

100112/00 TCI P.O. BOX 1327 RANCHO CORDOVA, CA 95741

235355 PO-230354 08/22/2022 96367

100001/00 VERIZON WIRELESS
P O BOX 660108
DALLAS, TX 75266-0108

235309 PO-230301 08/24/2022 9914302647

106393/00 WASTE CONNECTIONS OF CA INC
DBA EL DORADO DISPOSAL
4100 THROWITA WAY
PLACERVILLE, CA 95667

235113 PO-230097 08/18/2022 01-01278133

TOTAL PAYMENT AMOUNT 114.00 * 114.00

TOTAL PAYMENT AMOUNT 35.01 * 35.01

TOTAL PAYMENT AMOUNT 33.00 * 33.00

Number of checks to be printed: 24, not counting voids due to stub overflows.
Number of zero dollar checks: 1, will be printed.

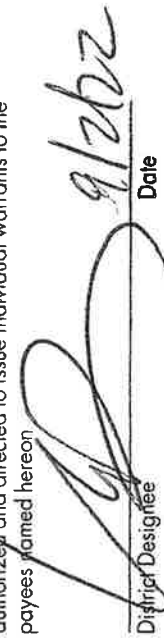
TOTAL BATCH PAYMENT 114,600.46 *** 0.00 114,600.46

TOTAL DISTRICT PAYMENT 114,600.46 **** 0.00 114,600.46

TOTAL FOR ALL DISTRICTS: 114,600.46 ***** 0.00 114,600.46

Number of checks to be printed: 24, not counting voids due to stub overflows.
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

 Date 9/26/22

015 RESCUE UNION SCHOOL DISTRICT J25296
BATCH 0010 09_08_2022

ACCOUNTS PAYABLE PRELIST
BATCH: 0010 0010 09_08_2022 LQ

APY500 L.00.20 09/07/22 16:29 PAGE 10
<< Held for Audit >>

Vendor/Addr Remit name
Req Reference Date Description

Tax ID num Deposit type
FD RESC Y OBJT GOAL FUNC LCT LOC2 L3 SCH T9MPS EE ES E-Term E-ExtRef
Liq Amt Net Amount

104508/00 TEESHIRTBAR
606 BELHAVEN CT
EL DORADO HILLS, CA 95762

PV-230113 09/07/2022 1000768 XC TANKS

01-9428-0-5806-1110-1000-028-0000-98-000 N7
TOTAL PAYMENT AMOUNT 1,179.75 *

1,179.75 ✓
1,179.75

105374/00 WAYNES LOCKSMITH INC
669 PLACERVILLE DRIVE
PLACERVILLE, CA 95667

235234 PO-230231 08/23/2022 i8781

1 01-8150-0-4300-0000-8110-085-0000-00-000 NN P
TOTAL PAYMENT AMOUNT 48.71 *

48.71 ✓
48.71

TOTAL BATCH PAYMENT
TOTAL USE TAX AMOUNT

73,751.35 *** 0.00

73,751.35
34.58

TOTAL DISTRICT PAYMENT
TOTAL USE TAX AMOUNT

73,751.35 **** 0.00

73,751.35
34.58

TOTAL FOR ALL DISTRICTS:
TOTAL USE TAX AMOUNT

73,751.35 **** 0.00

73,751.35
34.58

Number of checks to be printed:

33, not counting voids due to stub overflows.

73,751.35

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 herein

District Designee

Date

 9/8/22

Vendor/Addr	Requit name	Date	Description	Tax ID num	Deposit type	FD RESC Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	T9MPS	EE ES	E-Term	E-ExtRef
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103779/00	WILLIAM H. SADLER INC																
	PO BOX 11603																
	NEWARK, NJ 07101-5803																
235315	PO-230348	08/22/2022	INV143674														
235315	PO-230348	09/07/2022	CM5738														
235315	PO-230348	09/14/2022	PER RHONDA														

TOTAL PAYMENT AMOUNT 334.82 *

001293/00	ZEP SALES & SERVICE																
	FILE 50188																
	LOS ANGELES, CA 90074-0188																
235165	PO-230147	08/26/2022	9007758018														
235165	PO-230147	08/22/2022	9007739568														

TOTAL PAYMENT AMOUNT 860.88 *

TOTAL BATCH PAYMENT 235,691.28 ***
 TOTAL USE TAX AMOUNT 0.00

TOTAL DISTRICT PAYMENT 235,691.28 ****
 TOTAL USE TAX AMOUNT 0.00

TOTAL FOR ALL DISTRICTS: 235,691.28 *****
 TOTAL USE TAX AMOUNT 0.00

Number of checks to be printed: 80, not counting voids due to stub overflows.
 Number of zero dollar checks: 5, will be printed.

235,691.28

35.86

235,691.28

35.86

235,691.28

35.86

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 herein

[Signature]
 District Designee
 Date 9/14/22

Vendor/Addr. Remit name Req Reference Date Description	Tax ID num	Deposit type FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH T9MPS	ABA num Account num	EE ES Liq Amt	E-Term E-ExtRef	Net Amount
105132/00 EDWARDS STEVENS & TUCKER LLP 333 UNIVERSITY AVE STE 200 SACRAMENTO, CA 95825						
PV-230148 09/15/2022 INV 4422 AUG			01-0000-0-5819-0000-7200-080-0000-00-000 N7			2,274.50
PV-230148 09/15/2022 INV 4295 JULY			01-0000-0-5819-0000-7200-080-0000-00-000 N7			118.00
			2,392.50 *			2,392.50

TOTAL PAYMENT AMOUNT

TOTAL BATCH PAYMENT	26,799.26 ***	0.00	26,799.26
TOTAL DISTRICT PAYMENT	26,799.26 ****	0.00	26,799.26
TOTAL FOR ALL DISTRICTS:	26,799.26 ****	0.00	26,799.26

Number of checks to be printed: 4, not counting voids due to stub overflows. *JS* 26,799.26 *JS*

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 herein

[Signature] 9/19/22
 District Designee Date

015 RESCUE UNION SCHOOL DISTRICT J29837
0013 09_22_2022 LQ

ACCOUNTS PAYABLE PRELIST
BATCH: 0013 0013 09_22_2022 LQ

APY500 L.00.20 09/21/22 16:22 PAGE 10
<< Held for Audit >>

Vendor/Addr Remit name
Req Reference Date Description

106393/00 WASTE CONNECTIONS OF CA INC
DBA EL DORADO DISPOSAL
4100 THRONITA WAY
PLACERVILLE, CA 95667

235113 PO-230097 09/13/2022 01-01287574

105374/00 WAYNES LOCKSMITH INC
669 PLACERVILLE DRIVE
PLACERVILLE, CA 95667

235234 PO-230231 07/27/2022 i8624

Tax ID num. Deposit type
FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH T9MPS EE ES E-Term E-ExtRef
Net Amount

1 01-0000-0-5806-0000-8210-084-0000-00-000 NN P 99.90 * 99.90 99.90
TOTAL PAYMENT AMOUNT

1 01-8150-0-4300-0000-8110-085-0000-00-000 NN P 32.48 * 32.48 32.48
TOTAL PAYMENT AMOUNT

TOTAL BATCH PAYMENT 39,298.83 *** 0.00 39,298.83

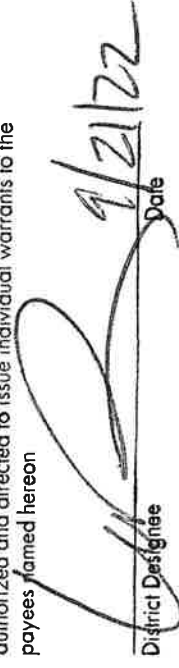
TOTAL DISTRICT PAYMENT 39,298.83 **** 0.00 39,298.83

TOTAL FOR ALL DISTRICTS: 39,298.83 ***** 0.00 39,298.83

Number of checks to be printed: 40, not counting voids due to stub overflows.

39,298.83

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 herein


District Designee Date 9/21/22

<< Held for Audit >>

BATCH: 0014 0014 09 29 2022 LQ

Vendor/Addr.	Remit name	Date	Description

[illegible]

ABA_num	Account num	EE ES	E-Term	E-ExtRef
AL FUNC LC1 LOC2 L3 SCH T9MPS		Liq Amt	Net Amount	

EE ES E-T
Liq Amt

105374/00 WAYNES LOCKSMITH INC
669 PLACERVILLE DRIVE
PLACERVILLE, CA 95667

235234 PO-230231 09/14/2022 i8912
235234 PO-230231 09/19/2022 i8935

1	01-8150-0-4300-0000-8110-085-0000-00-000	NN P
1	01-8150-0-4300-0000-8110-085-0000-00-000	NN P
TOTAL PAYMENT AMOUNT		32.50 *

105362/00 WINSOR LEARNING INC
3001 METRO DRIVE STE 480
BLOOMINGTON, MN 55425

235466	PO-230459	09/26/2022	INC PER KIM FOR SHIP/TAX	1	01-6500-0-4300-5750-1110-063-0000-00-000	NN	C	460.10
235466	PO-230459	09/26/2022	INC PER KIM FOR SHIP/TAX	1	01-6500-0-4300-5750-1110-063-0000-00-000	NN	O	-506.11
TOTAL PAYMENT AMOUNT								0.00 *

TOTAL BATCH PAYMENT	110,546.76 ***	0.00	110,546.76
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TOTAL DISTRICT PAYMENT	110,546.76	****	0.00	110,546.76
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TOTAL FOR ALL DISTRICTS:	110,546.76	****	0.00	110,546.76
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Number of checks to be printed:
Number of zero dollar checks:

62, not counting voids due to stub overflows.
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 payee(s) named hereon

Date

Date _____

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
230434	2NDGEAR LLC	25 Monitors & Cables	3,178.13	DISTRICTWIDE SERVICES
230496	2NDGEAR LLC	10 hovercams	1,483.18	DISTRICTWIDE SERVICES
230491	4 IMPRINT	Gen Music- Band shirts	3,505.66	Pleasant Grove Middle School
230050	ACSA	Curriculum Leadership Academy	1,395.00	DISTRICTWIDE SERVICES
230400	ACSA	ACSA Conference	550.00	DISTRICTWIDE SERVICES
230488	ACSA	MEMBERSHIP DUES	21,761.44	DISTRICTWIDE SERVICES
230423	AERIES SOFTWARE	AeriesCon Registration S.Clark	199.00	Marina Village School
230418	ALL AMERICAN MECHANICAL INC	splitter	5,000.00	Maintenance
230402	AMAZON CAPITAL SERVICES INC	Music Supplies for Mila	65.20	DISTRICTWIDE SERVICES
230409	AMAZON CAPITAL SERVICES INC	Library Supplies	400.00	DISTRICTWIDE SERVICES
230413	AMAZON CAPITAL SERVICES INC	Printer/Copier/Fax/Cleaning Kit	57.95	DISTRICTWIDE SERVICES
230414	AMAZON CAPITAL SERVICES INC	Leadership- Pumapalooza	16.01	DISTRICTWIDE SERVICES
230426	AMAZON CAPITAL SERVICES INC	Battery	508.08	Pleasant Grove Middle School
230433	AMAZON CAPITAL SERVICES INC	OCC open purchase order 22/23	637.83	DISTRICTWIDE SERVICES
230435	AMAZON CAPITAL SERVICES INC	Instr/Classrm Supplies List	300.00	Marina Village School
230441	AMAZON CAPITAL SERVICES INC	Open PO for LIBRARY	1,351.86	DISTRICTWIDE SERVICES
230443	AMAZON CAPITAL SERVICES INC	Gen Donations-Libr-Mill Club	500.00	Lakeview
230448	AMAZON CAPITAL SERVICES INC	Sandisk thumb drives	56.66	Pleasant Grove Middle School
230454	AMAZON CAPITAL SERVICES INC	Custodial open PO for 22-23	52.28	DISTRICTWIDE SERVICES
230457	AMAZON CAPITAL SERVICES INC	Tech Supply List 9/19/22	500.00	Marina Village School
230469	AMAZON CAPITAL SERVICES INC	AT assessments and Direct Serv	701.06	DISTRICTWIDE SERVICES
230477	ANNETTE SEABURY	Top Readers Perpetual - update	4,500.00	DISTRICTWIDE SERVICES
230486	ARNOLD'S FOR AWARDS	DO Generator Service	72.93	Green Valley School
230401	CARNAHAN ELECTRIC LTD	LF Electric for Freezer	500.00	Transportation
230472	CARNAHAN ELECTRIC LTD	DO Carpet Cleaning	1,003.94	Food Services - Req Entry
230421	CARTER'S CARPET RESTORATION	REGISTRATION CPO#230436	1,485.00	Maintenance
230437	CASC	NPS Services for E.G.	3,774.00	DISTRICTWIDE SERVICES
230403	CHAT CENTER-SACRAMENTO	NPS Placement for M.G @CCHAT	50,000.00	DISTRICTWIDE SERVICES
230404	CHAT CENTER-SACRAMENTO	3 LCD projectors	50,000.00	DISTRICTWIDE SERVICES
230440	CDW-G	2 Bulbs	1,544.40	DISTRICTWIDE SERVICES
230475	CDW-G	CKA	107.34	DISTRICTWIDE SERVICES
230481	CUSTOMINK	Team Shirts for Volleybal	6,080.00	DISTRICTWIDE SERVICES
230471	CUSTOMINK	AVID Class Custom Shirts	461.00	Lakeview
230485	CUSTOMINK	Library Supplies: GV,J,LV,R,PG	1,328.65	Pleasant Grove Middle School
230412	DENCO INC	Co-Writer Yearly subscription	512.72	DISTRICTWIDE SERVICES
230470	DON JOHNSTON	Behavioral Training	64.80	DISTRICTWIDE SERVICES
230465	EL DORADO COUNTY	ESGIlcenses-additional needed	350.00	DISTRICTWIDE SERVICES
230430	ESGI LLC	Jackson	1,696.00	DISTRICTWIDE SERVICES
230444	FALLEN LEAF TREE MANAGEMENT	PG - Lost/Damaged Book Replace	5,750.00	Maintenance
230410	FOLLETT SCHOOLS SOLUTIONS INC	PG - SDC Library Books	112.63	DISTRICTWIDE SERVICES
230411	FOLLETT SCHOOLS SOLUTIONS INC	Library Books	217.11	DISTRICTWIDE SERVICES
230428	FOLLETT SCHOOLS SOLUTIONS INC	R - Lost/Damaged Book Replace	1,876.50	Rescue School
230429	FOLLETT SCHOOLS SOLUTIONS INC	Library Barcodes for Jackson	616.51	DISTRICTWIDE SERVICES
230490	FOLLETT SCHOOLS SOLUTIONS INC	2 nd gr Field trip- Folsom Zoo	120.77	DISTRICTWIDE SERVICES
230456	FOLSOM CITY 200 SANCTUARY	ACSA EVERY CHILD SUCCEEDING	544.00	Green Valley School
230495	FOUNDATION FOR EDUCATIONAL ADM	HVAC - LF	1,500.00	DISTRICTWIDE SERVICES
230442	GEARY PACIFIC SUPPLY #22	Renewal, S. Williams science	9,918.43	Maintenance
230455	GENERATION GENIUS INC	Physical Therapy Services	125.00	Marina Village School
230476	GOPHER SPORT		555.38	Lakeview
230468	GREEN ACRES NURSERY LLC		1,000.00	Maintenance
230461	GROWING HEALTHY CHILDREN		16,279.30	DISTRICTWIDE SERVICES

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
230478	GUTIERREZ, PERRY & VILLARREAL	Legal Fees	1,000.00	DISTRICTWIDE SERVICES
230445	HEINEMANN PUBLISHING	Unit of study 4th Grade	252.09	Jackson School
230415	INFINITY COMMUNICATIONS &	Erate Consulting	3,150.00	DISTRICTWIDE SERVICES
230452	IXL.COM	IXL Math/JELA-elem addtl needed	800.00	DISTRICTWIDE SERVICES
230422	JUNIOR LIBRARY GUILD	Open PO for Library	1,500.00	Lakeview
230446	JUNIOR LIBRARY GUILD	\$5 sale @ JLG for Library	600.00	Green Valley School
230453	KAMI	KAMI subscrip.renew (Debenham)	99.00	Marina Village School
230483	MARSHALL GOLD DISCOVERY	4th Grade Field Trip	396.83	Rescue School
230417	MID AMERICA BOOKS	Library Books	216.94	Lakeview
230420	MIRACLE PLAYSYSTEMS INC	Climber and Clamps	691.78	Maintenance
230479	MULTI HEALTH SYSTEMS INC	Psych testing supplies	287.33	DISTRICTWIDE SERVICES
230473	MUSIC K-8 MARKETPLACE	Recorders & Subscription	883.13	Jackson School
230407	NCTM	NCTM Math conference	1,106.00	Pleasant Grove Middle School
230450	NILES BIOLOGICAL	Live Crayfish	230.50	Lake Forest School
230494	OTICON INC	DHH HAT System Repair	186.23	DISTRICTWIDE SERVICES
230484	PEARSON ASSESSMENTS	Psych Testing Forms	293.13	DISTRICTWIDE SERVICES
230405	PLACER LEARNING CENTER	NPS Services for R.D.	45,825.00	DISTRICTWIDE SERVICES
230464	PLACER LEARNING CENTER	NPS Service for R.D.	53,452.50	DISTRICTWIDE SERVICES
230467	QUILL CORPORATION	Steel Shelving	152.20	DISTRICTWIDE SERVICES
230449	RAY MORGAN COMPANY	X1 staples	126.56	Lake Forest School
230424	RAYMOND GEDDES CO. INC	Library Prize-Site-Supplies	101.71	Pleasant Grove Middle School
230416	REALLY GOOD STUFF	2nd Grade Writing Journals	208.41	Lakeview
230462	RIFTON EQUIPMENT	Potty Chair for A.R.	1,990.83	DISTRICTWIDE SERVICES
230419	ROSS RECREATION EQUIPMENT INC		686.99	Maintenance
230185	RUSD CONFERENCE	E SHOEMAKE ART REALLY TEACHES	222.50	DISTRICTWIDE SERVICES
230386	RUSD CONFERENCE	CITE Conference:Rene Buenrostr	1,929.56	DISTRICTWIDE SERVICES
230399	RUSD CONFERENCE	HANDWRITING W/O TEARS J	419.00	DISTRICTWIDE SERVICES
230427	RUSD CONFERENCE	Psych training	1,775.20	DISTRICTWIDE SERVICES
230436	RUSD CONFERENCE	CASC CONF OCT 6-7	8,160.00	DISTRICTWIDE SERVICES
230438	RUSD CONFERENCE	SSC ATTENDANCE CLASS TBROWN	275.00	DISTRICTWIDE SERVICES
230447	RUSD CONFERENCE	ACSA EVERY CHILD SUCCEEDING	4,776.00	DISTRICTWIDE SERVICES
230451	RUSD CONFERENCE	PBIS CONFERENCE OCT 6-7	4,084.30	DISTRICTWIDE SERVICES
230458	RUSD CONFERENCE	STEAM SYMPOSIUM	1,692.27	Marina Village School
230460	RUSD CONFERENCE	Dyslexia For CA School Trainin	327.38	DISTRICTWIDE SERVICES
230463	RUSD CONFERENCE	CA Kindergarten Conference	14,420.00	DISTRICTWIDE SERVICES
230480	RUSD CONFERENCE	ASSISTIVE TECHNOLOGY	3,990.00	DISTRICTWIDE SERVICES
230489	RUSD CONFERENCE	Haggerty reg, and curriculum	5,228.20	DISTRICTWIDE SERVICES
230492	RUSD CONFERENCE	AERIESCON	199.00	Lake Forest School
230493	RUSD CONFERENCE	MTSS SPECIALIST	149.00	DISTRICTWIDE SERVICES
230497	RUSD CONFERENCE	Restorative Practices	497.25	DISTRICTWIDE SERVICES
230439	SCHOOL SERVICES OF CALIFORNIA	SSC REG CLASS FOR T BROWN	275.00	DISTRICTWIDE SERVICES
230482	SCHOOLStn	Rug for Library	713.16	Lake Forest School
230432	SHRED CITY	Yearly Shredding	1,000.00	Maintenance
200915	THE LION ELECTRIC CO USA INC	ELECTRIC BUS - 78 CAP UPDATED	21,675.69	DISTRICTWIDE SERVICES
200916	THE LION ELECTRIC CO USA INC	ELECTRIC BUS CAP 83 UPDATED	33,140.72	DISTRICTWIDE SERVICES
220634	THE LION ELECTRIC CO USA INC	ELECTRIC BUS UPDATED	36,277.35	DISTRICTWIDE SERVICES
230406	TOLEDO P E SUPPLY CO	PE and Yard supervisor items	3,000.00	Marina Village School
230431	TeachersPayTeachers	Open PO	50.00	Jackson School
230474	WEVIDEO INC.	Renewasl for MV/Shea Smith	1,153.81	DISTRICTWIDE SERVICES
230487	WEVIDEO INC.	Site Lottery - Software	583.98	Pleasant Grove Middle School
230425	WINSOR LEARNING INC	Reading Kit for MV	1,840.59	DISTRICTWIDE SERVICES

015 RESCUE UNION SCHOOL DISTRICT
SEPTEMBER 2022 PURCHASE ORDERS

P.O. BOARD REPORT

J32921 POX600 L.00.00 10/03/22 PAGE 3
CUTOFF DATES: 09/01/2022 TO 09/30/2022

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
230459	WINSOR LEARNING INC	Sunday Kit materials	460.10	DISTRICTWIDE SERVICES
TOTAL FUND			466,867.97	

13 CAFETERIA FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
230408	CHEFS TOYS LLC	Salad Bar	3,959.67	Food Services - Req Entry
230466	CHEFS TOYS LLC	Orange Slicers	616.31	Food Services - Req Entry
TOTAL FUND			4,575.98	
TOTAL DISTRICT			471,443.95	

FUND	AMOUNT
01 GENERAL FUND	466,867.97
13 CAFETERIA FUND	4,575.98
TOTAL DISTRICT	471,443.95

September 15, 2022

Michael Gordon, School Board President
Rescue Union School District
4073 Bothwell Circle
El Dorado Hills, CA 95672

Dear Michael Gordon:

In compliance with the provisions of Education Code Section 42127 et seq., our office has completed its review of the 2022-23 budget adopted by the Board in June 2022. Based on the data provided to our office, including the Criteria and Standards for your District, your budget for 2022-23 has been approved as adopted.

Budget Overview

On June 27, 2022, Governor Gavin Newsom signed an on-time budget. While the final state budget maintained several proposals included in the May Revision, many changes were also incorporated that impact school district funding. These are the major K-12 funding provisions in the 2022-23 state budget:

- a 6.56% cost of living (COLA) adjustment for the Local Control Funding Formula (LCFF);
- a 6.28% increase to the base grant for LCFF;
- an amendment to the LCFF calculation to allow school districts to utilize the greater of current year, prior year, or the average of the most recent three prior years' ADA;
- an amendment to the 2021-22 LCFF calculation to utilize the greater of 2021-22 ADA or the 2019-20 attendance rate applied to 2021-22 enrollment for all classroom-based LEA that meet specified independent study requirements;
- an add on of \$2,813 to LCFF for 2022-23 for Transitional Kindergarten (TK), which will also be adjusted annually by the COLA.

Other funding priorities included in the budget are: the Learning Recovery Emergency Block Grant allocated to LEAs based on unduplicated pupil counts; the Arts, Music, and Instructional Materials Discretionary Block Grant to be allocated to all LEAs based on a per-pupil basis; full funding for the Expanded Learning Opportunities Program (ELOP); an increase to the base rate for Special Education, increasing it to \$820 per pupil; home-to-school transportation funding; universal meals and kitchen infrastructure grants, and the Golden State Pathways Program for college and career education pathways, as well as expansion of dual enrollment.

2022-23 Summary of Budget Review Process

Education Code provisions outline the major components of the budget review process and require the County Superintendent to do the following by September 15, 2022:

- Examine the adopted budget to determine whether it complies with the standards and criteria adopted pursuant to Section 33127 and identify any technical corrections needed to bring the budget into compliance with those standards and criteria.
- Determine whether the adopted budget will allow the district to meet its financial obligations during the fiscal year and is consistent with a financial plan that will enable the district to satisfy its multiyear financial commitments.

- In addition to analysis of the budget, review and consider studies or reports that indicate the district is showing fiscal distress or utilize the current Fiscal Crisis Management Assistance Team (FCMAT) Fiscal Health Risk Analysis (FHRA) to determine the district's level of risk of potential insolvency.
 - Conditionally approve or disapprove a budget that does not provide adequate assurance that the district will meet its current and future obligations and resolve any problems identified in studies or reports.
- On or before September 15, approve, conditionally approve, or disapprove the adopted budget for each school district.
- For the 2022-23 fiscal year and each fiscal year thereafter, the budget shall not be approved before an LCAP or update to an LCAP for the budget year is approved.
 - A separate letter on the LCAP will be sent.

2022-23 Summary of Budget Review

The County Office has reviewed the data submitted, applying additional analysis as necessary. This review covers the 2021-22 Estimated Actual data, 2022-23 Adopted Budget as well as projections for 2023-24 and 2024-25. Technical comments relative to the data submitted have been provided to your District's Chief Fiscal Officer. Please see below for items highlighted as part of this review:

Enrollment / Average Daily Attendance (ADA) - For 2022, COVID-related attendance disruptions coincided with the sunset of the attendance hold-harmless from 2020-21. To mitigate against attendance loss, the 2022-23 State Budget provided the following three significant changes to the average daily attendance (ADA) used for LCFF funding calculations:

- A one-time attendance yield adjustment for 2021-22 with conditions. An attendance yield or an "ADA to enrollment" percentage is established using 2019-20 & 2021-22 ADA and CBEDS enrollment.
 - This percentage is applied to LEA's 2021-22 ADA to maintain the same attendance rate in 2021-22 as 2019-20 when the ADA was higher.
 - This is a one-time adjustment only for 2021-22 and it does have an ongoing impact to LCFF funding.
- A one-time allowance for classroom-based charter schools for 2021-22, whereby LCFF funding will be based on greater of current year ADA or prior year ADA.
- An ongoing change to the attendance used for LCFF funding calculation effective 2022-23, whereby LCFF funding for school districts is now based on greater of current year ADA, prior year ADA, or a computed average ADA using the three most recent prior years' ADA.
 - Charter schools continue to be funded on current year ADA.

The District's estimated LCFF funding for 2022-23 is based on current year ADA, a loss of approximately (\$1,023,000). The District is projecting slight growth in enrollment for 2023-24 and 2024-25.

If the District experiences an unanticipated decline in enrollment, it is important to understand that the decline leads to lower revenues from sources such as LCFF that are based on enrollment and attendance. In addition, revenues fall more quickly than expenditures and long-term structural solutions are necessary to keep the district from deficit spending. It is important for districts to continue to closely monitor enrollment and attendance projections and adjust staffing and other expenditures accordingly.

Local Control Funding Formula (LCFF) - The Governor's 2022-23 final enacted State Budget provides a Cost-of-Living Adjustment (COLA) of 6.56% and an additional increase to the LCFF base grant of 6.28%. While the 6.28% is not technically part of the 2022-23 COLA, it will have positive long-term impacts to

LCFF funding. The District's adopted budget included a 9.86% COLA for 2022-23, with an estimated 2022-23 LCFF apportionment of approximately \$34,233,000.

The District's multiyear projections reflect assumptions that target LCFF levels will increase by 5.38% in 2023-24 and 4.02% in 2024-25.

Deficit Spending - With the infusion of the one-time federal and state CARES, CRRSA, ARP Act funding, and increase in per pupil rate for LCFF and Special Education funding, the District's 2022-23 Adopted Budget does not project unrestricted deficit spending in the current year. This means the District is not spending more than the current year income they are receiving.


The District does project unrestricted deficit spending for 2023-24 by approximately (\$101,000). As districts implement their one-time COVID-19 funding expenditure plans, we recommend that districts continue to apply basic fiscal practices to their multi-year plan to avoid deficit spending. These practices include the following:

- using one-time funds for one-time allowable costs, when possible;
- continuing to track the district's true on-going costs in the current year and multi-year budgets;
- analyzing the economic impacts of the COVID-19 pandemic for their district;
- having transparent and robust conversations with educational partners regarding the economic impacts;
- and developing contingency plans.


Employee Negotiations & Staffing Costs – While the 2022-23 Adopted Budget reflects the status of negotiations for Certificated as settled and for Classified as settled, the 2022-23 funded LCFF COLA triggers the settlement to be reopened.

Since the inception of LCFF in 2013-14, local educational agencies in California have experienced increased costs and pressures to keep pace with the rising CalSTRS and CalPERS employer pension rates. Over the last nine years, employer pension rates increased by 10.85% for CalSTRS and 14.66% for CalPERS. Although the 2022-23 enacted state budget did not provide any funding relief for the employer pension increased costs pressures on school districts, employer pension rates are estimated to remain flat or slightly decrease for 2022-23 to 2024-25. While the employer pension rates may be flat or slightly decrease, districts may still see increased employer costs due to annual step and column increase adjustments for employees and potential increases in negotiated ongoing salary schedules.

The District's current year and multiyear includes the following CalSTRS and CalPERS employer rate percentages listed in the table below.

						Projected*	
	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Employer Rate	16.28%	17.10%	16.15%	16.92%	19.10%	19.10%	19.10%
Increase from Prior Year	3.700%	0.820%	-0.950%	0.770%	2.180%	0.000%	0.000%

*Starting in 2021-22, employer rate set by CalSTRS board

						Projected*	
	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2023-46
Employer Rate	18.06%	19.72%	20.70%	22.91%	25.37%	25.20%	24.60%
Increase from Prior Year	4.172%	1.661%	0.979%	2.210%	2.460%	-0.170%	-0.600%

Administration Transition –The District experienced an administrative change in July 2021 with the hiring of a new Superintendent and Assistant Superintendent of Business Services. Leadership stability is considered a key fiscal indicator in measuring the financial solvency of districts, while leadership instability is one of the primary Fiscal Crisis & Management Assistance Team’s predictors of school agencies needing intervention. The FCMAT Fiscal Health Risk Analysis indicates that a district that has a superintendent and/or a chief fiscal officer that has been with the district less than two years, combined with other key fiscal indicators, may increase the risk of the district’s fiscal health.

Reserve Levels / Ending Fund Balance - As of the adopted budget, the District has an economic uncertainty reserve of 10.0% for 2022-23. The state required minimum economic uncertainty reserve level for the District is 3.0%. We recognize the District maintains additional reserves beyond the required minimum.

We recognize that in 2022-23 the District maintains additional reserves beyond the required minimum, but stays within the 10% district reserve cap, per education code 42127.01. Existing law imposes a 10% school district reserve cap in school years immediately succeeding those in which the state’s education rainy day fund balance is at least 3% of the state’s education (grades TK-12) Proposition 98 funding. This condition was met with the 2021-22 state deposit amount, which has now triggered the local district reserve cap for the 2022-23 year. Basic aid (or Community funded) districts and small school districts with fewer than 2,501 ADA are exempt from the requirement.

County offices continue to reinforce the need for reserves more than the state minimum reserve. The required reserves represent only a few weeks of payroll for most districts. Government Finance Officers Association and Moody’s recommend that districts maintain reserves of at least the cost of two months of operating expenses or approximately 17% of total expenditures. To help quantify this percentage, the average cost of payroll for one month (which is typically at least 85% of a district’s monthly expense) for the District is approximately \$2,604,000. To meet this recommendation, this would mean the District should have over \$5,208,000 in reserves.

Prudent reserves afford a district and their governing board time to thoughtfully identify and implement budget adjustments over time. Inadequate reserves force districts to react quickly, often causing significant disruption to student programs and employees.

Statement of Reserves - Education Code Section 42127 requires a district’s public hearing for budget adoption include the following information for review and discussion:

- ✓ The minimum reserve level required in each year
- ✓ The amount of assigned and unassigned ending fund balance that exceeds the minimum in each year
- ✓ Reasons for the reserve being greater than the minimum

Beyond a simple listing of assignments, reasons should provide the rationale and justification that explains why there are greater than the minimum level of reserves. The District met this requirement at its public hearing for the budget adoption.

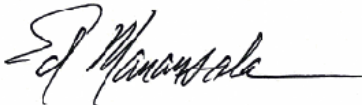
Cash Flow - The general fund cash flow submitted with the 2022-23 Adopted Budget projects that the District will end the budget year with a positive cash balance and indicates a negative cash balance in the month of November. We highly recommend that districts that anticipate any possible cash flow shortage secure external borrowing.

Summary Statement

We appreciate the efforts of the Board and District Administration as they strive to develop and maintain balanced budgets. The need for the District to continue to their open communication and efforts to keep all educational partners informed about the District's financial planning has never been greater. We recommend the Board and District Administration continue the development of their District budget stabilization plan to ensure long-term fiscal health in this volatile economic climate.

We look forward to our continued partnership as we work together to support continued student achievement throughout El Dorado County. Please do not hesitate to contact our office if we can be of assistance or support.

Sincerely,

A handwritten signature in black ink, appearing to read "Ed Manansala", with a long horizontal flourish extending to the right.

Dr. Ed Manansala, County Superintendent of Schools
El Dorado County Office of Education

cc: Jim Shoemake, District Superintendent
Lisa Donaldson, District Assistant Superintendent, Business
Wendy Frederickson, EDCOE Deputy Superintendent, Administrative Services
Roslynne Manansala-Smith, EDCOE Director, External Business Services

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Williams Act Uniform Complaint Procedures Quarterly Report

RECOMMENDATION:

The Superintendent is recommending the Board of Trustees approve the Williams Act Quarterly Report and directs staff to forward the Williams Act Quarterly report for the period of July 1, 2022 to September 30, 2022 to the El Dorado County Superintendent of Schools.

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 July 1, 2022 to September 30, 2022.

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.

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

To: Dr. Ed Manansala, Superintendent of Schools

District: Rescue Union School District

Person completing this form: Christina Mason Title: Admin Assistant

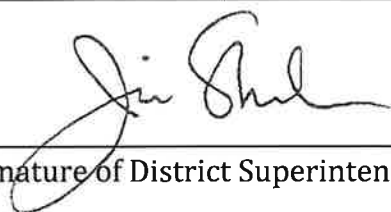
Quarterly Report Submission Date: ☐ January 2022
(Check one) ☐ April 2022
☐ July 2022
☒ October 2022

Date for information to be reported publicly at governing board meeting: 10/25/22

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
TOTALS	0	0	0



Signature of District Superintendent

October 25, 2022

Date

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: **AB-181 DEPARTMENT OF REAL ESTATE SUBDIVISION
"WHITE PAPER" RESPONSE AND
STUDENT YIELD IMPACT ANALYSIS
Bass Lake North
Advertising Name: Hidden Ridge**

RECOMMENDATION:

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

BACKGROUND:

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

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

STATUS:

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

**Bass Lake North – Hidden Ridge
Location: El Dorado County, California**

The Rescue Union School District has established a .271 student yield factor per single-family unit. Accordingly, staff estimates the District can expect there will be 24.39 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

October 11, 2022

Pa Yang
California Builder Services
1446 Tollhouse Road
Suite 101
Clovis, CA 93611
pa@cabuilderservices.co

Re: Name: Bass Lake North
 Advertising Name: Hidden Ridge

Dear Pa Yang,

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
Assistant Superintendent of Business Services

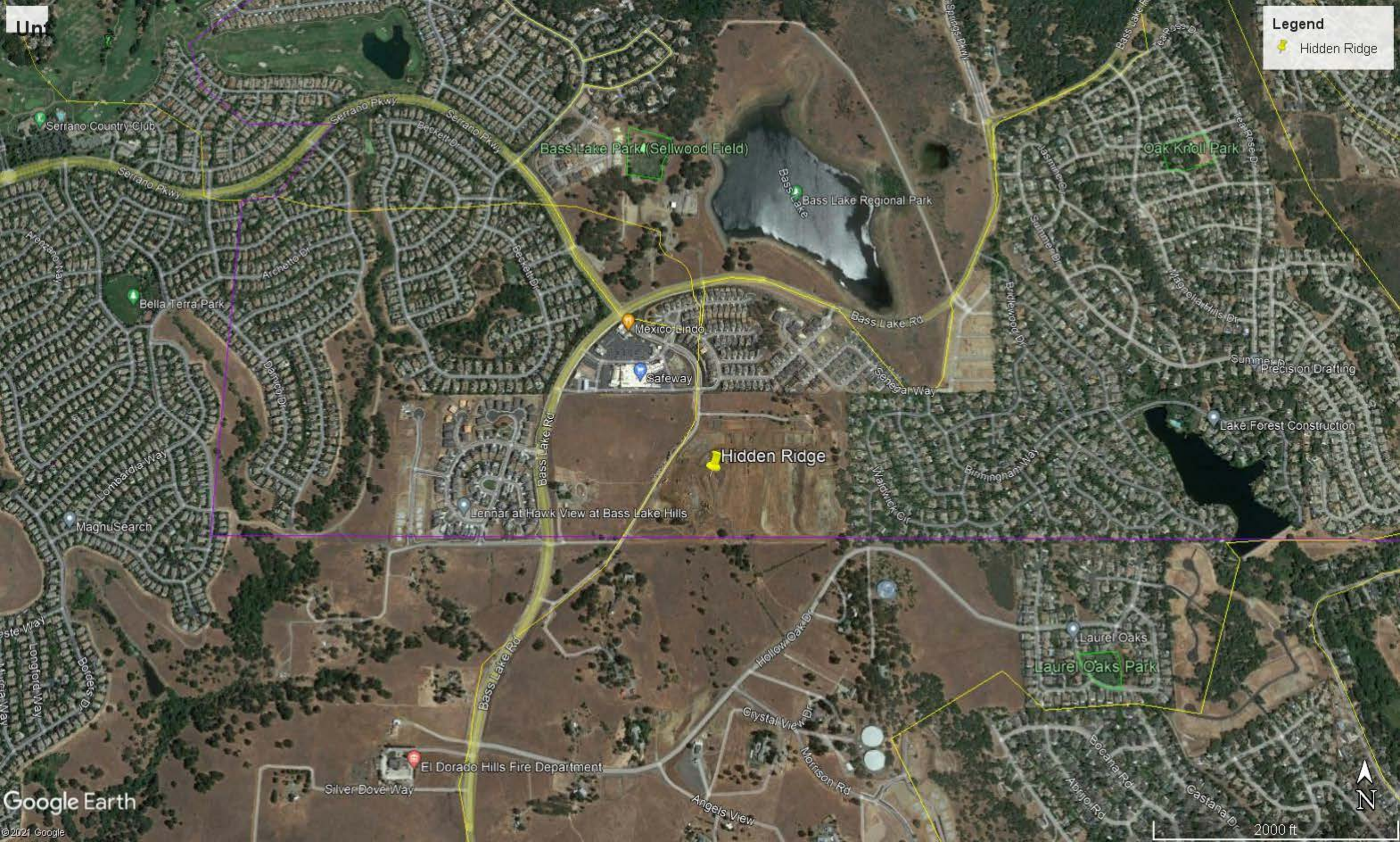
Attachments

LD:cf 181tr

Jim Shoemake, Superintendent

Board of Trustees


Nancy Brownell • Suzanna George • Michael Gordon • Michelle Bebout • Kim White



Legend

-  Hidden Ridge

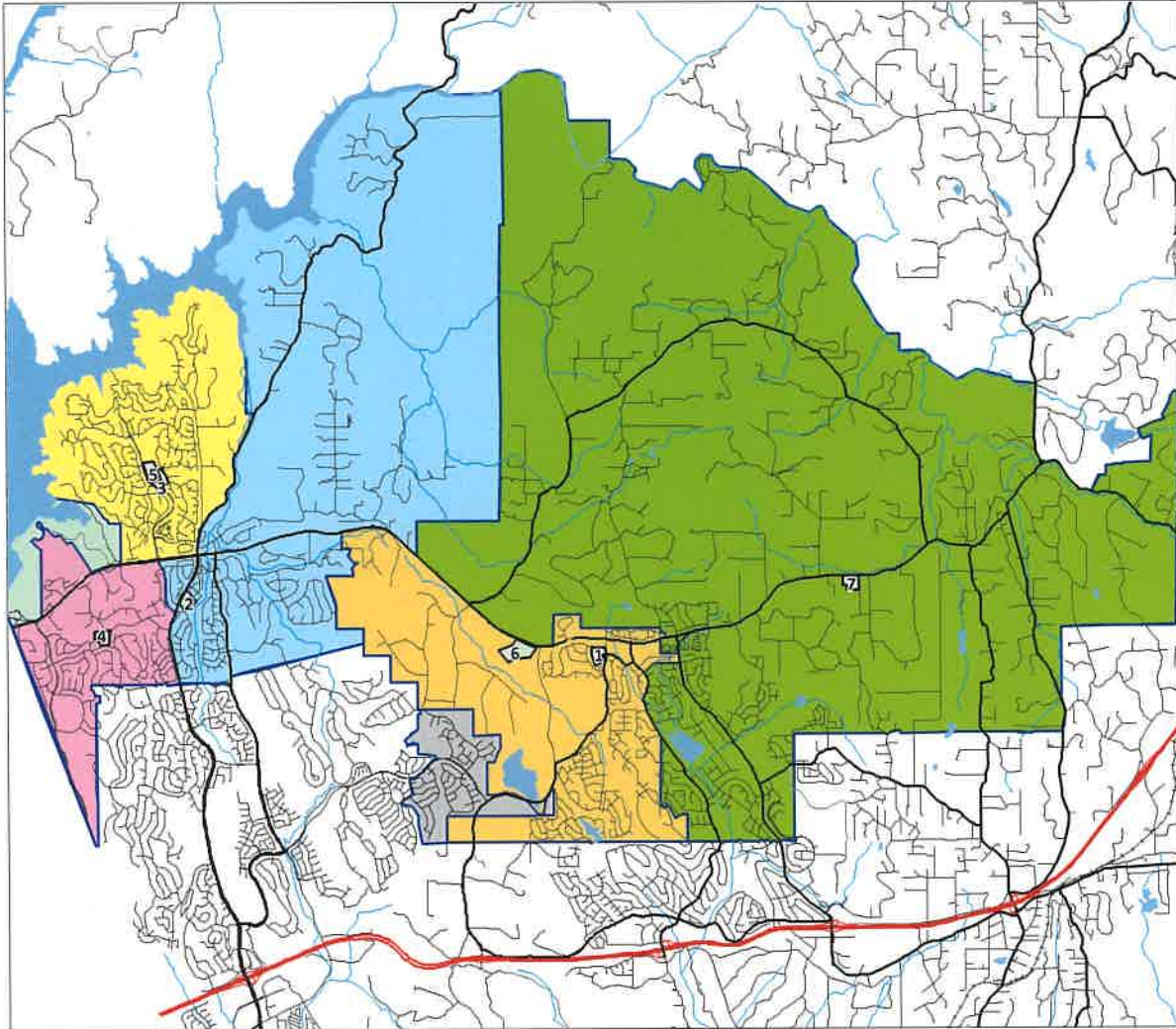
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Rescue Union School District

2021/22 Demographics and Enrollment Projections

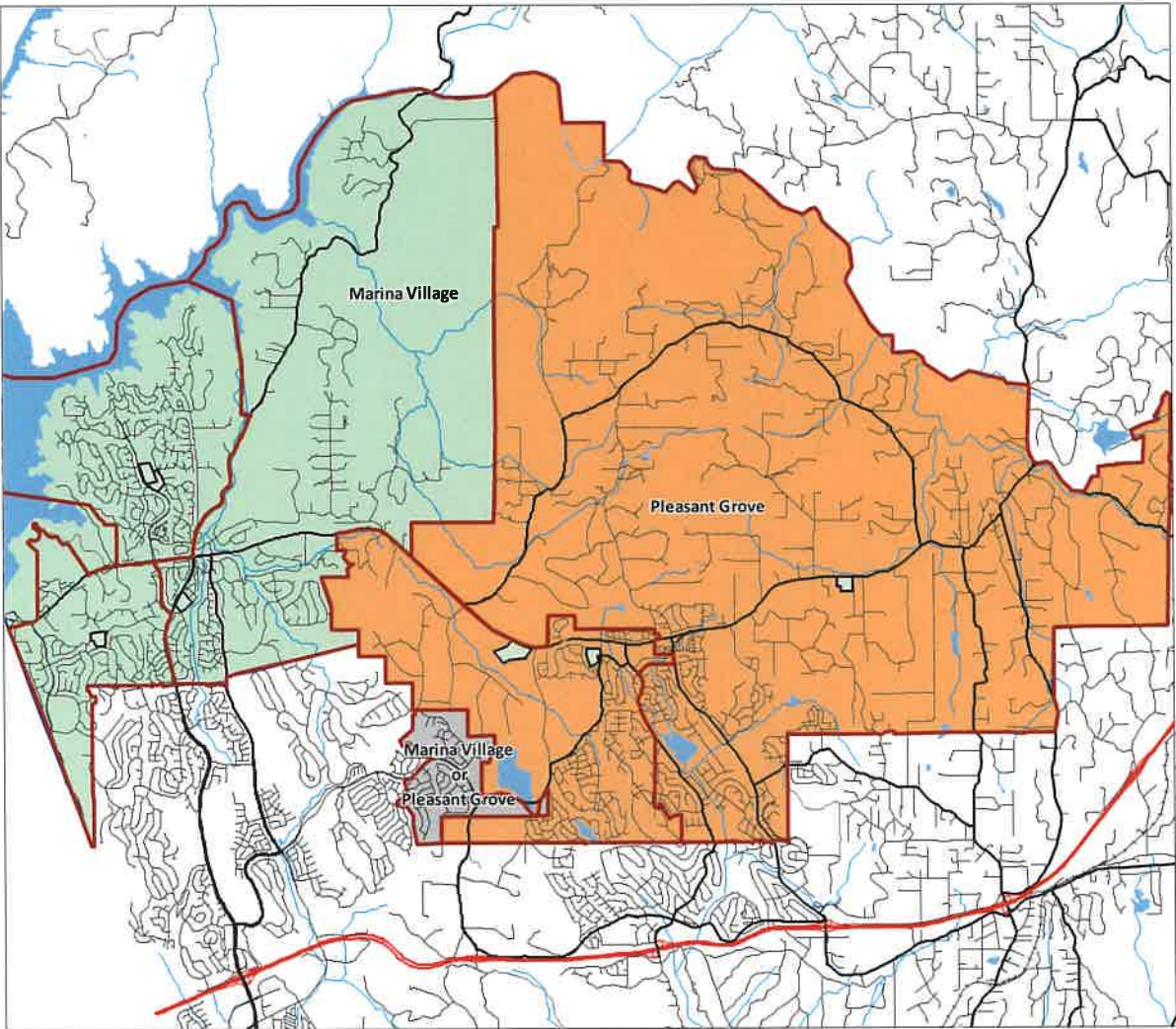
School Locations and Elementary Boundaries



<u>Id</u>	<u>School</u>	<u>Grades</u>	<u>Id</u>	<u>School</u>	<u>Grades</u>
1	Green Valley Elementary	TK-5	5	Marina Village Middle	6-8
2	Jackson Elementary	TK-5	6	Pleasant Grove Middle	6-8
3	Lake Forest Elementary	TK-5	7	Rescue Elementary	TK-5
4	Lakeview Elementary	TK-5			

Rescue Union School District
2021/22 Demographics and Enrollment Projections

Middle School Boundaries and Elementary Feeders



Middle School
Marina Village

Elementary Feeders
Jackson
Lake Forest
Lakeview

Middle School
Pleasant Grove

Elementary Feeders
Green Valley
Rescue

Rescue Union School District

2021/22 Demographics and Enrollment Projections

Enrollment Projection Summary by Grade

The chart below shows three years of historic enrollment, the current enrollment, and six years of projected enrollment by grade.

Rescue Union School District Enrollment Projection Summary by Grade										
Grade	Historic Enrollment			Current Enrollment	Projected Enrollment					
	18/19	19/20	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28
TK	85	93	87	83	123	172	217	295	295	295
K	369	339	318	359	341	349	341	330	330	329
1	352	374	330	356	367	348	356	349	339	338
2	364	355	367	371	362	371	352	361	355	345
3	352	370	351	373	376	366	375	357	367	361
4	388	371	381	381	385	386	376	386	369	378
5	395	387	380	415	403	405	406	397	409	391
6	458	401	379	378	416	403	408	409	399	411
7	454	453	400	408	376	412	399	404	406	395
8	409	460	429	439	415	380	417	404	410	411
Total TK-5	2,305	2,289	2,214	2,338	2,357	2,397	2,423	2,475	2,464	2,437
Total 6-8	1,321	1,314	1,208	1,225	1,207	1,195	1,224	1,217	1,215	1,217
District Totals	3,626	3,603	3,422	3,563	3,564	3,592	3,647	3,692	3,679	3,654

Enrollment Projection Summary by School

Rescue Union School District Enrollment Projection Summary by School							
School	Current Enrollment	Projected Enrollment					
	21/22	22/23	23/24	24/25	25/26	26/27	27/28
Green Valley Elem	347	380	406	445	476	492	502
Jackson Elem	476	460	458	455	468	465	457
Lake Forest Elem	448	446	453	445	429	416	401
Lakeview Elem	537	526	539	544	552	542	538
Rescue Elem	504	519	515	508	524	523	513
Elementary Totals	2,312	2,331	2,371	2,397	2,449	2,438	2,411
Marina Village Middle	742	735	723	737	724	733	722
Pleasant Grove Middle	476	465	466	480	486	475	488
Middle Totals	1,218	1,200	1,189	1,217	1,210	1,208	1,210
Ind Study	33	33	32	33	33	33	33
Other Totals	33	33	32	33	33	33	33
District Totals	3,563	3,564	3,592	3,647	3,692	3,679	3,654
Annual Change		1	28	55	45	-13	-25

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: **AB-181 DEPARTMENT OF REAL ESTATE SUBDIVISION
"WHITE PAPER" RESPONSE AND
STUDENT YIELD IMPACT ANALYSIS
Promontory Village Unit 1
Advertising Name: Trento at the Promontory**

RECOMMENDATION:

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

BACKGROUND:

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

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

STATUS:

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

**Trento at the Promontory
Location: El Dorado County, California**

The Rescue Union School District has established a .271 student yield factor per single-family unit. Accordingly, staff estimates the District can expect there will be 35.77 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

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2390 Bass Lake Road • Rescue, CA 95672

(530) 677-4461 • FAX (530) 677-0719

www.rescueusd.org

October 11, 2022

Dawn Stephens
Lennar Title
675 Placentia Avenue
Suite 225
Brea, CA 92821
Dawn.Stephens@lennartitle.com

Re: Name: Promontory Village Unit 1
 Advertising Name: Trento at the Promontory

Dear Dawn Stephens,

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
Assistant Superintendent of Business Services

Attachments

LD:cf 181tr

Jim Shoemake, Superintendent

Board of Trustees

Nancy Brownell • Suzanna George • Michael Gordon • Michelle Bebout • Kim White

Elementary School Information Request Letter for Promontory Village Unit 1, a.k.a. "Trento at The Promontory"

jarrett johazzard.com <jarrett@johazzard.com>

Fri 9/23/2022 2:54 PM

To: jshoemake@my.rescueusd.org <jshoemake@my.rescueusd.org>

Dear Dr. Shoemake:

I am writing you today in regards to the project: Promontory Village Unit 1, a.k.a. "Trento at The Promontory", located at the cross streets of Alexandra Drive and Beatty Drive, located in an unincorporated area of El Dorado County, CA. The Department of Real Estate requests that our firm needs to receive an executed School Will-Serve letter for this project in order to have Subdivision Public Reports Issued for the project. I will be attaching the request letter with this e-mail in PDF format. If you could please return a copy of the response to this PDF letter from your school district to this email it would be greatly appreciated. Thank you.

Respectfully,

Jarrett Hazzard

J.O. Hazzard Subdivision Consulting, Inc.

Mail: P.O. Box 1147, Elk Grove, CA 95979-1147

FedEx/UPS: 8850 Williamson Dr.-1147, Elk Grove, CA 95624-9998

Phone/Jarrett Hazzard: (916) 803-0909

Phone/John Hazzard: (916) 444-9960

John's Direct Email: jhazz12039@aol.com

This e-mail correspondence is intended for the use of the individual/individuals or entity/entities to which it is addressed and may contain information that is privileged and/or confidential. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, copying or taking any action in reliance on the contents of this communication is strictly prohibited. If you have received this communication in error, we request that you please notify us by reply e-mail and permanently delete all copies of this original e-mail. Please excuse any inconvenience. Thank you.

J.O. HAZZARD SUBDIVISION CONSULTING, INCORPORATED

Subdivision Consulting • Association Budgets

P.O. Box 1147, Elk Grove, CA 95759-1147

(FedEx/UPS: 8850 Williamson Drive-1147, Elk Grove, CA 95624)

Phone: (916) 444-9960 • E-Mail: jhazz12039@aol.com

September 21, 2022

Dr. Jim Shoemaker
Rescue Union Elementary School District
2390 Bass Lake Road
Rescue, CA 95672
jshoemaker@my.rescueusd.org

RE: School Information Letter for Promontory Village 7 Unit 1
El Dorado County, 32 Lots
Nearest Cross Streets: Alexandra Drive/Beatty Drive

Dear Dr. Shoemaker:

Our firm represents the developer of this project before the Department of Real Estate (DRE) in an effort to obtain a Final Subdivision Public Report authorizing sale of this property proposed for 32 dwellings. Section 11010 of the Business and Professions Code (as approved in October 1989, and as amended in July 1991) requires that the developer provide the DRE with a statement from the appropriate school districts which indicate the location (street address) of each high school, junior high school and elementary school serving the subdivision.

We respectfully request that you prepare this letter, addressed to our firm, as we must submit the letter as part of a final document package.

Thank you for your assistance and prompt attention.

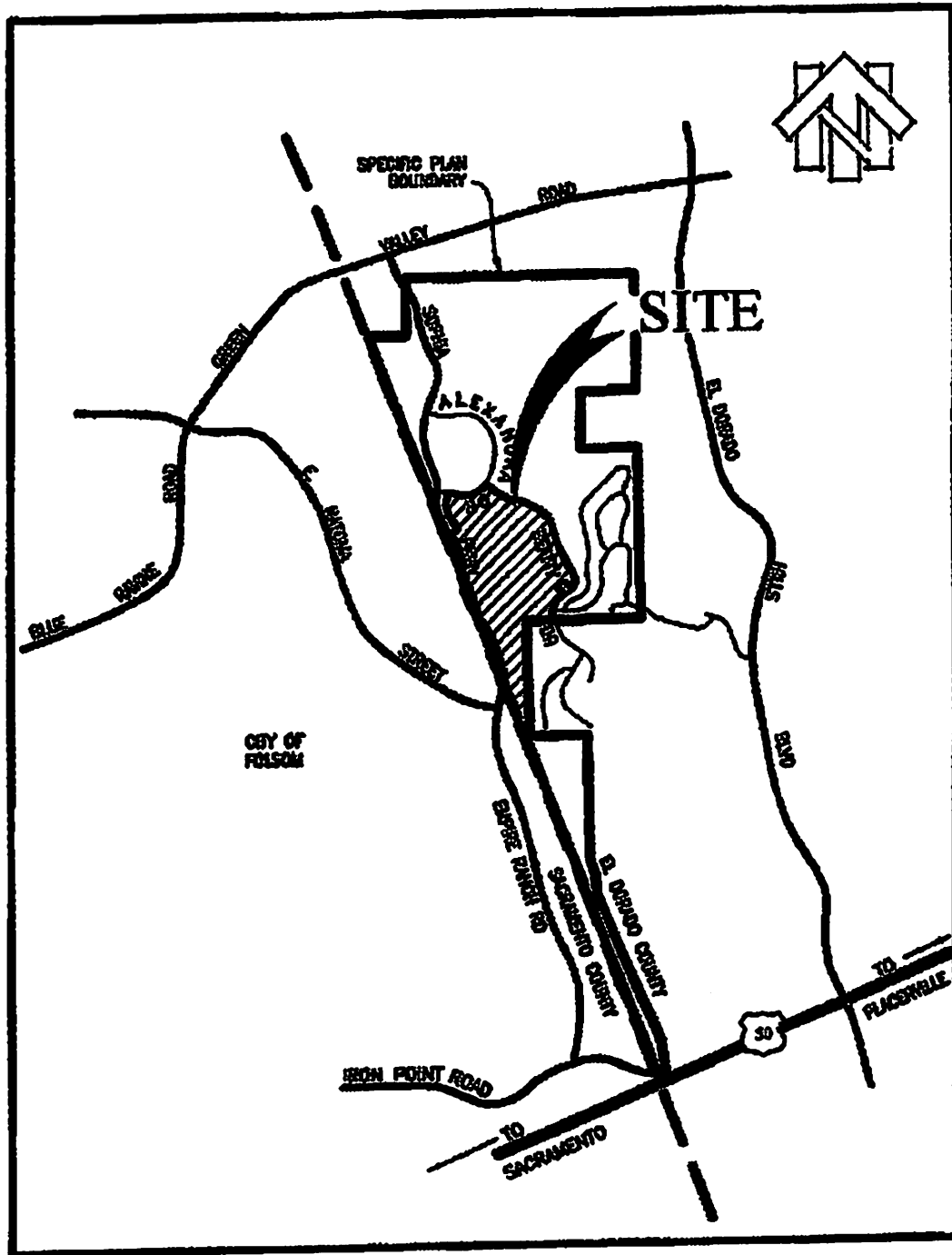
Sincerely,



John O. Hazzard

JH\dp
12053\School.Res

(also sent to: Buckeye & El Dorado Union High)



VICINITY MAP

NOT TO SCALE

OWNER'S STATEMENT

THE UNDERSIGNED OWNER OF REAR LOT 10 HEREBY CONSENTS TO THE PREPARATION AND FILING OF THIS MAP AND HEREBY CONVEYS AND OFFERS FOR DEED TO THE COUNTY OF EL DORADO LOT 10 AS SHOWN HEREON, EXCLUDING THE UNDERLYING FEES TITLES FOR ANY AND ALL PUBLIC PURPOSES.

THE UNDERSIGNED FURTHER MAKES AN IRREVOCABLE OFFER OF DONATION TO THE COUNTY OF EL DORADO FOR OTHER PUBLIC WORKS AND DRAINAGE FACILITIES SHOWN HEREON OR CONSTRUCTED WITHIN THE SUBDIVISION FOR ANY AND ALL PUBLIC PURPOSES INCLUDING IMPROVEMENTS AND MAINTENANCE SUBJECT TO THE PROVISIONS OF SAID STATUTES AND OTHER PUBLIC WORKS, DRAINAGE FACILITIES AND FACILITIES WILL NOT BE DONATED OR MAINTAINED BY THE COUNTY OF EL DORADO BUT WILL BE THE RESPONSIBILITY OF THE OWNERS OF THE LOTS IN THE SUBDIVISION ACTING THROUGH A LEGAL ENTITY APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO HAVING THE POWER OF ASSIGNMENT. IF FOR ANY REASON THE ENTITY IS NOT FORMED OR IS CONSIDERED INADEQUATE, THE COUNTY OF EL DORADO SHALL BE THE RESPONSIBILITY OF THE LOTS IN THE SUBDIVISION. THE OWNER HEREBY AND SHALL FURTHER RESOLVE THROUGH ANY CONVEYANCE OF TITLE HEREAFTER GRANTED, THE RIGHT TO CONVEY EASEMENTS FOR ROAD AND UTILITY PURPOSES WHICH SHALL BE DEEMED TO APPLY TO ALL LOTS SHOWN HEREON OR FOR ADJACENT PROPERTIES HEREON, OVER, UNDER AND ACROSS THE STREETS, OTHER PUBLIC WORKS AND EASEMENTS SHOWN OR CONVEYED HEREON.

THE UNDERSIGNED OWNER ALSO HEREBY OFFERS TO THE COUNTY OF EL DORADO, ON BEHALF OF THE PUBLIC, THE FOLLOWING EASEMENTS FOR THOSE CERTAIN COMPANIES AND PUBLIC ENTITIES, WHICH WILL PROVIDE SERVICES:

A. PUBLIC UTILITY EASEMENTS FOR OVERHEAD AND UNDERGROUND WIRING, CONDUITS, POLES, POLES, CRY WIRING, AIRLINES AND APPURTENANT FEATURES, WITH THE RIGHT TO TRAVEL AND REMOVE LOGS, TREES AND GRASS THEREFROM, OVER, UNDER AND ACROSS THE STREETS AND OTHER PUBLIC WAYS SHOWN OR CONVEYED HEREON, TOGETHER WITH THE FIVE FEET (5') ON BOTH SIDES OF ALL ROAD LOT LINES, EXTENDING FROM THE STREET RIGHT-OF-WAY SHOWN HEREON ALONG SAID SIDE LOT LINES A DISTANCE OF FIVE FEET (5'), AND THOSE STRIPS OF LAND DELICATED AS PUBLIC UTILITY EASEMENTS (P.U.E.) HEREON, THE FIVE FEET OFFERED FOR DONATION ARE TO BE KEPT OPEN AND FREE OF BUILDINGS, STRUCTURES, AND WELLS OF ANY KIND.

B. RIGHTS OF ACCESS OVER AND ACROSS ANY PORTION OF LOT 10 AND THOSE STRIPS OF LAND DELICATED AS PUBLIC UTILITY EASEMENTS (P.U.E.) HEREON FOR THE PURPOSE OF INSPECTION, MAINTENANCE OR REPLACEMENT OF SAID FACILITIES.

C. EASEMENTS, AS SHOWN HEREON, CONTIGUOUS TO ALL STREETS OR FIVE FEET (5') BROAD THE TOP OF CUT OR TOP OF FILL, WHICHEVER IS LARGER FOR ROAD SLOPE MAINTENANCE PURPOSES.

D. EASEMENTS FOR DRAINAGE AND APPURTENANT DRAINAGE STRUCTURES AND PIPES ON, OVER, UNDER AND ACROSS LOTS 11, 12 AND 13 AND WITHIN THE DRAINAGE EASEMENTS SHOWN HEREON AND FIVE FEET (5') ON EACH SIDE OF ALL NATURAL OR CONSTRUCTED DRAINAGE WAYS WHICH EXIST WITHIN THE SUBDIVISION.

E. POSTAL EASEMENTS, FIVE FEET (5') ADJACENT TO ALL STREET RIGHT-OF-WAYS.

ALL OFFERS MADE HEREON ARE IRREVOCABLE AND SHALL REMAIN OPEN IN PERPETUITY DESPITE A REJECTION OF SUCH OFFER BY THE APPLICABLE PUBLIC ENTITY.

RUSSELL-PROMONTORY, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY
BY: ARIK DEVELOPMENT CORPORATION, A CALIFORNIA CORPORATION, ITS MANAGER

BY: _____
ARIN K. THOMPSON
PRESIDENT & CEO

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICIAL REPRESENTING THIS CERTIFICATE WITNESSES ONLY THE SIGNATURE OF THE PERSONAL WHO SIGNED THE DECLARATION TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DECLARATION.

STATE OF CALIFORNIA)
COUNTY OF _____)

ON _____, 2021, before me, _____, a
NOTARY PUBLIC,

PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN DECLARATION AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME BY HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE WITHIN DECLARATION, HE OR SHE, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

PRINCIPAL COUNTY OF BUSINESS _____

COMMISSION NO. _____
NAME _____
COMMISSION EXPIRES: _____

THIS IS-1000 APPROVED AUGUST 24, 2017

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE COUNTY OF EL DORADO, CALIFORNIA. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP AND THAT THE REQUIREMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY CORNER, MARK AND THAT SAID REQUIREMENTS WILL BE CONVEYED TO THE COUNTY TO BE SETBACK.

DATE: _____

REBEA A. HENRY L.S. 254



PLANNING AND BUILDING DIRECTORS STATEMENT

I, TITANY BORDO, SECRETARY STATE THAT THIS FINAL MAP CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP OF THIS SUBDIVISION APPROVED ON AUGUST 24, 2017 BY THE PLANNING COMMISSION AND ANY APPROVED RESOLUTIONS THEREOF AND THAT ALL CONDITIONS IMPOSED UPON SAID APPROVALS HAVE BEEN SATISFIED.

DATE: _____

TITANY BORDO
SECRETARY, PLANNING AND BUILDING DEPARTMENT
COUNTY OF EL DORADO, CALIFORNIA

BY: _____
PRINCIPAL PLANNER
COUNTY OF EL DORADO, CALIFORNIA

COUNTY ENGINEER'S STATEMENT

I, MICHAEL R. PORTER, SECRETARY STATE THAT ALL THE REQUIRED CONSTRUCTION PLANS AND SPECIFICATIONS WERE JUDICIOUS AND THAT THE SUBDIVISION HAS COMPLETED THE NECESSARY ACKNOWLEDGMENT AND SUBMITTED THE REQUIRED DOCUMENTS TO BE COMPLETED FOR THE REQUIRED CONSTRUCTION FOR THE SUBDIVISION.

DATE: _____

MICHAEL R. PORTER, M.E. 4294
COUNTY ENGINEER
COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION DIVISION

COUNTY SURVEYOR'S STATEMENT

I HAVE EXAMINED THE MAP, THE SUBDIVISION AS SHOWN IS ESSENTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, OF RECORD, AND ANY APPROVED RESOLUTIONS THEREOF. ALL REQUIREMENTS OF CHAPTER 5 OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH. I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATE: _____

DEANNE HARRIS, M.E. 110
COUNTY SURVEYOR
COUNTY OF EL DORADO, CALIFORNIA

BY: _____

PROMONTORY VILLAGE 7 UNIT 1

LOT 1 OF THE LARGE LOT FINAL MAP OF PROMONTORY VILLAGE 7, S.D. K-25
BEING A PORTION OF SECTIONS 28 & 33, T. 10 N., R. 8 E., M.D.M.
COUNTY OF EL DORADO STATE OF CALIFORNIA
SHEET 1 OF 3 NOVEMBER, 2021

COUNTY TAX COLLECTOR'S STATEMENT

I, M.E. CORDAN, SECRETARY STATE THAT, ACCORDING TO THE RECORDS OF THIS OFFICE, THERE ARE NO LIES AGAINST THIS SUBDIVISION OR ANY PART THEREOF FOR CHANGED STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT UNDER SPECIAL ASSESSMENTS NOT YET AVAILABLE, PROVIDED THAT THE FINAL MAP IS ACCEPTED FOR RECORD AND FILED WITHIN TO THE BEST SUBSTANTIATED DATA.

DATE: _____

M.E. CORDAN
TAX COLLECTOR
COUNTY OF EL DORADO, CALIFORNIA

BY: _____
DEPUTY

BOARD CLERK'S STATEMENT

I, ERIK ORSON, SECRETARY STATE THAT THE BOARD OF SUPERVISORS, BY ORDER OR ADOPTED AND APPROVED THIS FINAL MAP OF THIS SUBDIVISION, AND ACCEPTS ON BEHALF OF THOSE PUBLIC ENTITIES WHICH WILL HEREON CONVEY, GRANTED TO THE PLANNING COMMISSION, THE BOARD'S BOARD ACTION AND AS REQUIRED FOR DONATION (EXCEPT DRAINAGE EASEMENTS AND FACILITIES, AND LOT 10, WHICH ARE HEREBY RESOLVED).

ERIK ORSON
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF EL DORADO, CALIFORNIA

DATE: _____

BY: _____
DEPUTY

COUNTY RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 2021, AT _____, IN BOOK _____ OF PAGE, AT

PAGE _____, DOCUMENT NO. _____, AT THE REQUEST OF RUSSELL-PROMONTORY, L.L.C.

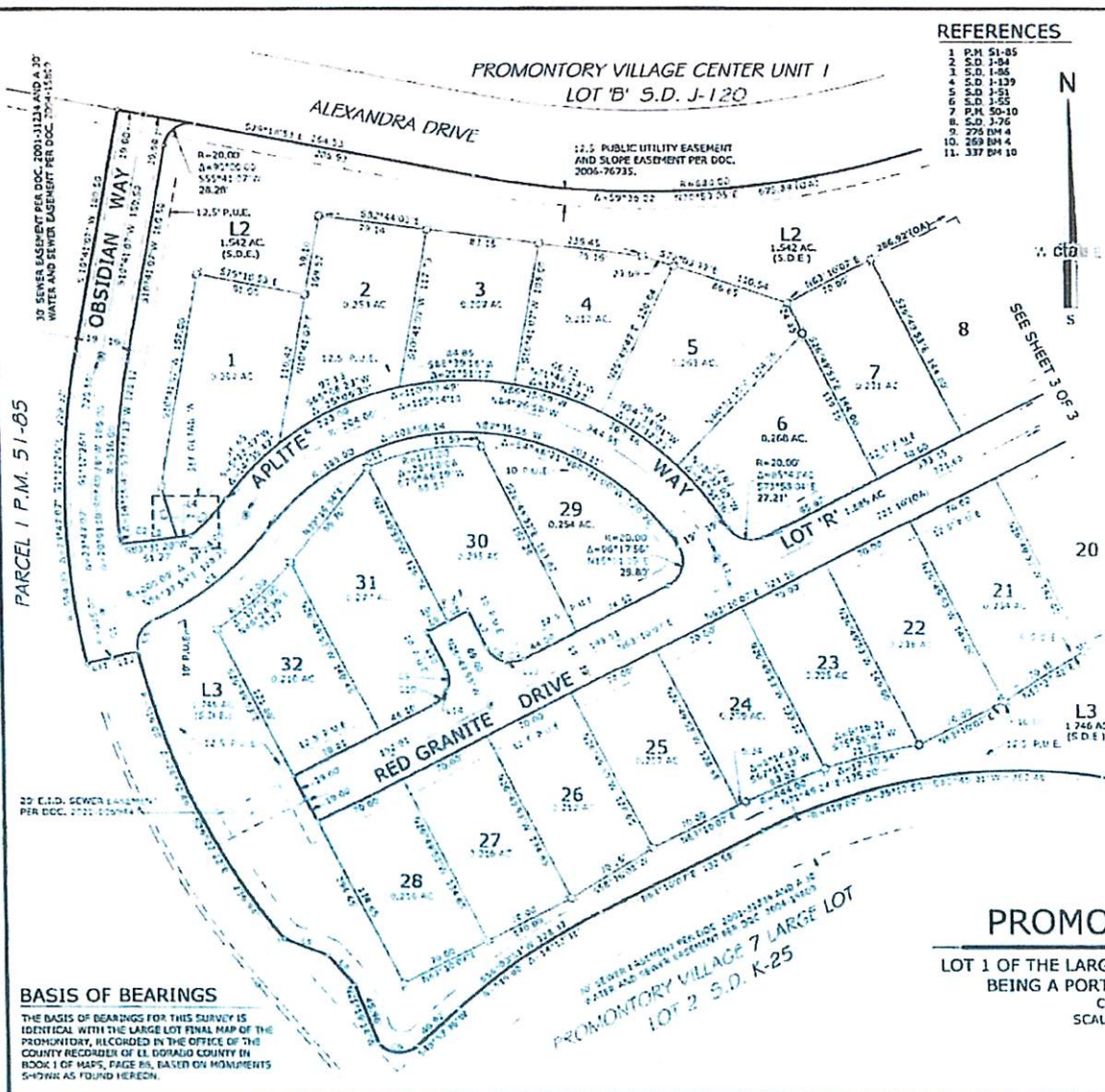
TITLE TO THE LAND ENCLOSED IN THIS SUBDIVISION IS GUARANTEED BY TITLE CERTIFICATE NO. _____

PREPARED BY PLANNING TITLE COMPANY AND IS ON FILE IN THIS OFFICE.

TITANY BORDO
COUNTY RECORDER, CLERK
COUNTY OF EL DORADO, CALIFORNIA

BY: _____
DEPUTY

EXCERPT FROM MAP NO. 124-030-001-000



REFERENCES

1. PM 51-85
2. S.D. J-94
3. S.D. J-95
4. S.D. J-139
5. S.D. J-91
6. S.D. J-55
7. P.M. 50-10
8. S.D. J-76
9. 275 DM 4
10. 260 DM 4
11. 337 DM 10

NOTES

1. THIS SUBDIVISION CONTAINS 12.255 ACRES GROSS, CONSISTING OF 32 RESIDENTIAL LOTS AND 4 LETTERED LOTS, AND IS CONSISTENT WITH THE TENTATIVE MAP 11510-1510 APPROVED BY THE PLANNING COMMISSION ON AUGUST 14, 2017.
2. LOT 'R' SHOWN HEREON IS DESIGNATED AS A "PRIVATE STREET" FOR THE BENEFIT AND GENERAL USE OF THE RESIDENTIAL LOTS SHOWN HEREON AND SHALL BE GRANTED IN FEE TO THE HOMEOWNERS ASSOCIATION CREATED FOR THIS SUBDIVISION.
3. LOTS L1, L2 AND L3 SHALL BE GRANTED IN FEE TO THE HOMEOWNERS ASSOCIATION CREATED FOR THIS SUBDIVISION FOR USE AS LANDSCAPE CORRIDORS AND OPEN SPACE.
4. ALL FRONT LOT CORNERS FOR THE SIDE LOT LINES ARE MARKED BY A SLASH IN THE TOP OF CONCRETE CURB OR SIDEWALK ON THE LOT LINE PROJECTED. ALL REAR LOT CORNERS ARE MARKED BY A 5/8" REBAR WITH ALUMINUM CAP STAMPED LS 5914 OR AS NOTED HEREON.
5. ALL DISTANCES ALONG CURVED LINES ARE CHORD DISTANCES. THE SUM OF INDIVIDUAL UNITS MAY NOT EQUAL THE OVERALL DUE TO ROUNDING.
6. THE PUBLIC UTILITY EASEMENTS SHOWN HEREON HAVE A 10.00' RADIUS AT STREET INTERSECTIONS UNLESS NOTED OTHERWISE.

LEGEND

- DIMENSION POINT, NOTHING FOUND OR SET
- FOUND MONUMENT AS NOTED
- SET 5/8" REBAR W/ ALUMINUM CAP, STAMPED LS 5914
- SET 1 1/2" C.I.P., STAMPED LS 5914
- SET SURVEY SPIKE AND WAGON, STAMPED LS 5914
- VEHICLE ACCESS RESTRICTION
- PUBLIC UTILITY EASEMENT
- STORM DRAIN EASEMENT
- OVERALL
- RADIAL BEARING



LINE DATA TABLE			
LINE	BEARING	DIST.	CHORD
1	S29°49'21"E	25.50	
2	S29°31'22"E	41.23	
3	N28°18'48"E	35.70	
4	S28°21'23"E	17.75	
5	S28°21'23"E	23.01	
6	N41°02'12"E	23.29	
7	N41°45'12"E	30.80	
8	N43°12'07"E	17.25	
9	S28°21'23"E	17.00	
10	N28°40'13"E	22.00	
11	S28°21'23"E	18.00	
12	N28°18'48"E	20.00	
13	S28°21'23"E	2.41	
14	S28°21'23"E	2.41	

CURVE DATA TABLE			
LINE	RADIUS	DELTA	CHORD
01	R=335.00	Δ=7°45'48"	37.12205
02	R=220.00	Δ=17°28'30"	74.27223
03	R=181.00	Δ=12°17'14"	54.24241
04	R=215.00	Δ=28°01'30"	93.21186
05	R=220.00	Δ=10°10'22"	38.64240
06	R=215.00	Δ=30°10'31"	72.22229
07	R=215.00	Δ=28°02'55"	74.27223
08	R=220.00	Δ=31°10'22"	77.17171
09	R=220.00	Δ=31°10'22"	77.17171
10	R=215.00	Δ=10°10'22"	38.64240
11	R=215.00	Δ=28°01'30"	93.21186
12	R=220.00	Δ=17°28'30"	74.27223
13	R=335.00	Δ=7°45'48"	37.12205

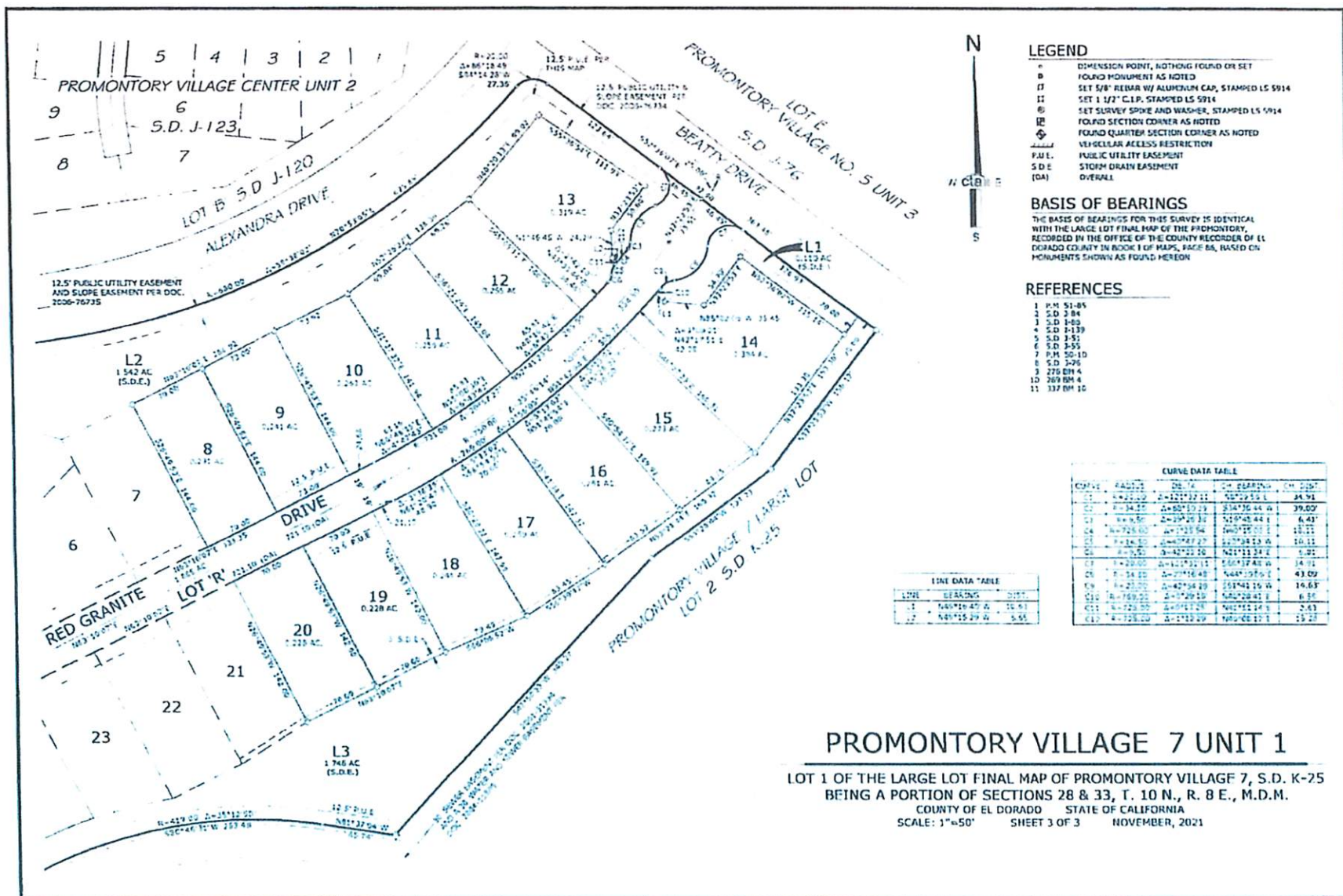
PROMONTORY VILLAGE 7 UNIT 1

LOT 1 OF THE LARGE LOT FINAL MAP OF PROMONTORY VILLAGE 7, S.D. K-25
BEING A PORTION OF SECTIONS 28 & 33, T. 10 N., R. 8 E., M.D.M.
COUNTY OF EL DORADO STATE OF CALIFORNIA
SCALE: 1"=50' SHEET 2 OF 3 NOVEMBER, 2021

cta Engineering & Surveying

BASIS OF BEARINGS

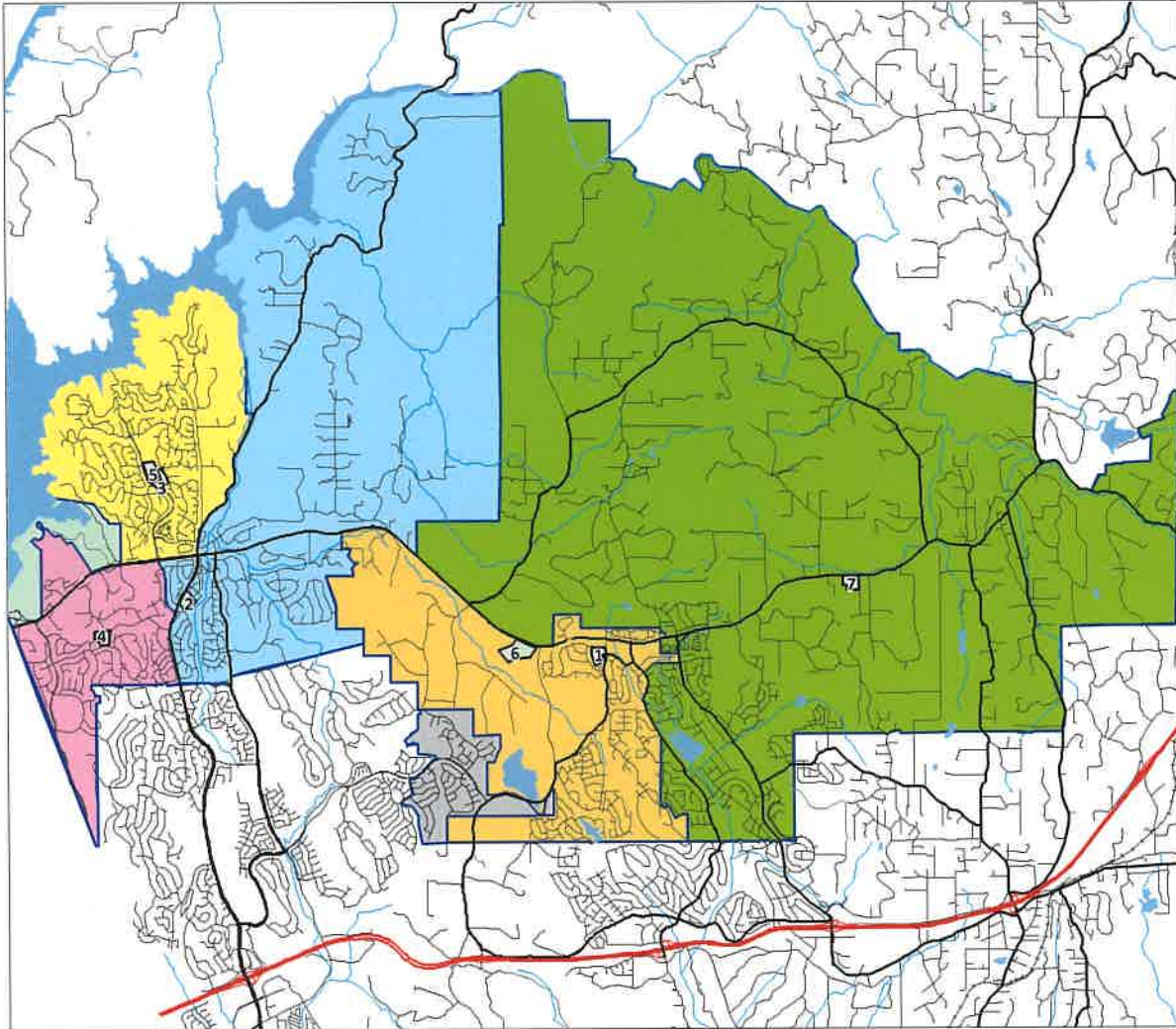
THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL WITH THE LARGE LOT FINAL MAP OF THE PROMONTORY, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY IN BOOK 1 OF MAPS, PAGE 84, BASED ON MONUMENTS SHOWN AS FOLLOWS HEREON.



Rescue Union School District

2021/22 Demographics and Enrollment Projections

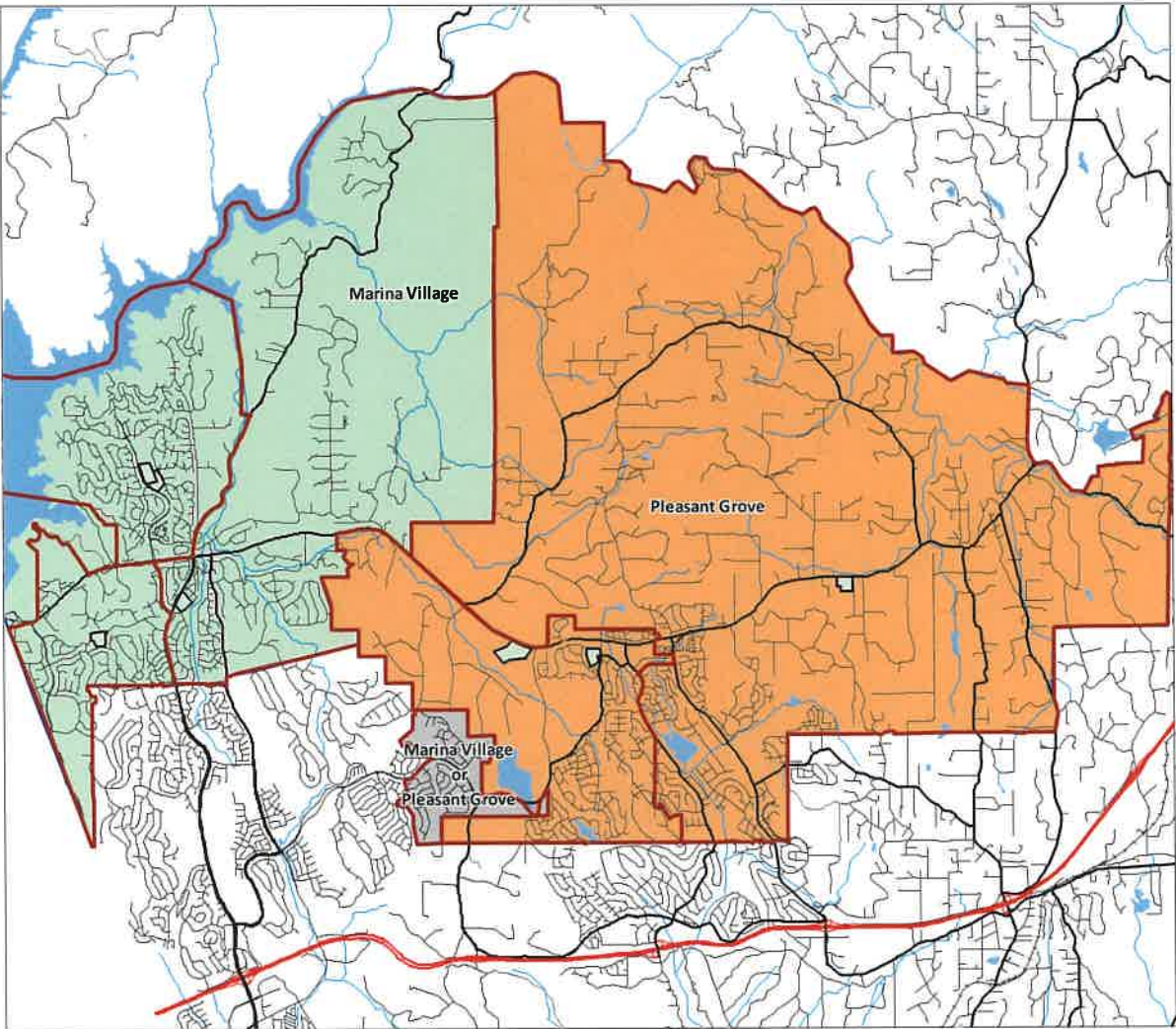
School Locations and Elementary Boundaries



<u>Id</u>	<u>School</u>	<u>Grades</u>	<u>Id</u>	<u>School</u>	<u>Grades</u>
1	Green Valley Elementary	TK-5	5	Marina Village Middle	6-8
2	Jackson Elementary	TK-5	6	Pleasant Grove Middle	6-8
3	Lake Forest Elementary	TK-5	7	Rescue Elementary	TK-5
4	Lakeview Elementary	TK-5			

Rescue Union School District
2021/22 Demographics and Enrollment Projections

Middle School Boundaries and Elementary Feeders



Middle School
Marina Village

Elementary Feeders
Jackson
Lake Forest
Lakeview

Middle School
Pleasant Grove

Elementary Feeders
Green Valley
Rescue

Rescue Union School District

2021/22 Demographics and Enrollment Projections

Enrollment Projection Summary by Grade

The chart below shows three years of historic enrollment, the current enrollment, and six years of projected enrollment by grade.

Rescue Union School District Enrollment Projection Summary by Grade										
Grade	Historic Enrollment			Current Enrollment	Projected Enrollment					
	18/19	19/20	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28
TK	85	93	87	83	123	172	217	295	295	295
K	369	339	318	359	341	349	341	330	330	329
1	352	374	330	356	367	348	356	349	339	338
2	364	355	367	371	362	371	352	361	355	345
3	352	370	351	373	376	366	375	357	367	361
4	388	371	381	381	385	386	376	386	369	378
5	395	387	380	415	403	405	406	397	409	391
6	458	401	379	378	416	403	408	409	399	411
7	454	453	400	408	376	412	399	404	406	395
8	409	460	429	439	415	380	417	404	410	411
Total TK-5	2,305	2,289	2,214	2,338	2,357	2,397	2,423	2,475	2,464	2,437
Total 6-8	1,321	1,314	1,208	1,225	1,207	1,195	1,224	1,217	1,215	1,217
District Totals	3,626	3,603	3,422	3,563	3,564	3,592	3,647	3,692	3,679	3,654

Enrollment Projection Summary by School

Rescue Union School District Enrollment Projection Summary by School							
School	Current Enrollment	Projected Enrollment					
	21/22	22/23	23/24	24/25	25/26	26/27	27/28
Green Valley Elem	347	380	406	445	476	492	502
Jackson Elem	476	460	458	455	468	465	457
Lake Forest Elem	448	446	453	445	429	416	401
Lakeview Elem	537	526	539	544	552	542	538
Rescue Elem	504	519	515	508	524	523	513
Elementary Totals	2,312	2,331	2,371	2,397	2,449	2,438	2,411
Marina Village Middle	742	735	723	737	724	733	722
Pleasant Grove Middle	476	465	466	480	486	475	488
Middle Totals	1,218	1,200	1,189	1,217	1,210	1,208	1,210
Ind Study	33	33	32	33	33	33	33
Other Totals	33	33	32	33	33	33	33
District Totals	3,563	3,564	3,592	3,647	3,692	3,679	3,654
Annual Change		1	28	55	45	-13	-25



COMMUNICATIONS & CONSULTING
AN EMPLOYEE OWNED COMPANY

PROJECT ATTACHMENT # 0483-23C RESCUE UNION SCHOOL DISTRICT

Client No: 0483

SERVICES: CATEGORY TWO RFP AND E-RATE APPLICATION MANAGEMENT SERVICES

INFINITY'S RESPONSIBILITIES:

Infinity shall perform the following tasks for our Category Two RFP

E-Rate Application Management Services:

Procurement Consulting:

1. Coordinate with the Client to determine the "Project Programming" requirements, including, overall project scope, project objectives, and E-Rate program compliance.
2. Present to the Client, for their approval, a procurement process and "Bidding Document" format that addresses both the Local/State and E-rate program rules and regulations.
3. Develop a "Bid Schedule" that complies with the Client's, and the E-rate Program's, procurement and award of contract requirements.

Bid Document Development:

1. Develop a "Bidding Document" based on the Client's specific procurement programming requirements. Bidding Document provided by Infinity will include Bidders Instructions, Procurement Compliance language, E-Rate Program Compliance language, General Conditions, and Bid Forms.
2. Integrate the Client's provided "Design Documents" into the "Bidding Document" to produce a complete Request for Proposal (RFP). The "Design Document" provided by the Client will include, at a minimum, the following: Scope of Work, equipment and/or performance specifications, and a depiction of the existing affected site and/or system conditions.

Bid Management:

1. Oversight and management of the procurement process to ensure compliance with "Bidding Documents" and E-Rate procurement requirements.
2. Assist the Client in the preparation of a "Notice of Advertisement" (when required) and/or Form 470 publication language.
3. Publish the Request for Proposal on Infinity's "Projects" website.
4. Maintain a "Bidders List" and document library for each project.
5. Assist the District in the response to prospective bidder's pre-bid Request for Information (RFI). Prepare and distribute project clarification(s) and addenda(s) to address questions from prospective bidders.
6. Organize and conduct opening of bid response(s). All bid openings will be conducted at Infinity's office, unless otherwise directed by the Client.

E-Rate Application Management:

1. Consult with the Client to determine the filing strategy that best suits their needs.
2. Prepare and submit to the Client, for their certification, the following program forms: Form 470, Form 471, and Form 486.
3. Monitor and inform the Client of their Application and Funding Commitment status.
4. Coordinate with the Client and Service Provider to respond to Program Integrity Assurance (PIA) questions.
5. Assist the Client, if request, in the preparation of Program Auditor's requested documentation.
6. Provide the client with one (1) electronic copy of all pre-Form 471 "Bidding Documents", bid evaluations and contracts as required for Document Retention per the E-Rate Program.
7. Prepare and submit the Service Delivery Extension and/or Invoice Deadline Extension request(s).
8. Prepare and submit the Form 500 for certification and approval.
9. Prepare and submit one (1) Applicant Reimbursement Form 472 for certification and approval, per project.

Excluded from Infinity's Service Offering:

1. System design, project engineering, drafting, and/or technical specification writing services.
2. On-site services, including but not limited to: Job-walks, site assessments, etc.
3. E-Rate Service Substitution requests.



COMMUNICATIONS & CONSULTING
AN EMPLOYEE OWNED COMPANY

Additional services requested to be performed by Infinity by the Client, other than those listed above, and/or in the quantity listed above, will be billed to the Client at an hourly rate plus actual and necessary expenses, per the attached *Compensation and Reimbursable Expenses Schedule*.

CLIENT'S RESPONSIBILITIES:

The Client's responsibilities, for the successful completion of this agreement, shall include:

1. Appointing a representative to act on their behalf, whom has the authority to render decisions.
2. Respond to requests from Infinity, no later than three (3) business days upon receipt of written request from Infinity, as not to cause unreasonable delays in the progress of Infinity's services.
3. Furnish all legal, insurance and accounting services, that may be reasonably necessary, that meet the Client's own needs and interests.
4. Provide Infinity with all "Design Documents" required for the successful completion of agreed service, including, but not limited to: scope of work for requested services, equipment and/or performance specifications, project drawings and/or system single-line diagrams.
 - a. The Client accepts the sole responsibility and liability for the quality and accuracy of the "Design Documents" provided to Infinity.
5. Grant Infinity permission and license to distribute the provided "Design Documents" to perform the work as described in this agreement.
6. Provide Infinity with all E-Rate "Supporting Documents" required for the successful completion of the agreed service, included, but not limited to: Approved Free and Reduced Lunch numbers, Budget Information, Copy of CIPA Compliance, Evaluation of Bid Responses, Board Meeting Minutes, Copy of Executed Agreements, etc.
7. Provide a Letter of Agency (LOA), authorizing Infinity to act on the Client's behalf to file E-Rate forms and response the USAC's Requests for Information.
8. Sign and certify the E-Rate forms required for the Client's application for funding, in a timely manner, as not to cause a failure to comply with the E-Rate program's time sensitive deadlines.
9. Comply with all the Schools and Library Division's (SLD) E-Rate program rules and requirements, including, but not limited to:
 - a. Conduct an "Open and Competitive" bid process, to comply with all applicable local/state/Federal bidding laws.
 - b. Wait a minimum of twenty-eight (28) days after the posting of the Form 470 or the release of the RFP, whichever comes later, before selecting a Service Provider or executing a contract.
 - c. Conduct a non-bias bid evaluation, per the E-Rate program's "Evaluation of Bids" requirements, with the cost of E-Rate eligible goods and services as the highest weighted factor.
 - d. Award a contract to the successful bidder prior to submitting a request for funding (Form 471).
 - e. Maintain and update and "Equipment Asset Register" (EAR). The EAR shall detail the make, model, serial number and location of all equipment purchased with the support of the Universal Services Fund (E-Rate Program). The client will provide Infinity a copy of the EAR for compliance with the "Inventory" section of E-Rate's "Document Retention Policy".
10. Retain all documents for each funding request related to the "Pre-Bidding Process," "Bidding Process," "Award of Contract(s)," "Application Process," "Purchase and Delivery of Service," "Invoicing," "Inventory," and "Forms and Rules Compliance," for a period of at least 10 years from the last date of service.

***In the event, something unforeseen happens that is not covered under PROJECT ATTACHMENT #0483-23C with this contract, an additional fee will be negotiated before any additional services are provided.**

TERM OF CONTRACT:

This agreement is for a term of one (1) year, with an expiration date of **June 30, 2023**.

Infinity's fee will be a one-time flat rate fee of **\$2,500.00** for Category Two RFP Management Services.

Infinity's fee will be a one-time flat rate fee of **\$2,000.00** for Category Two E-Rate Application Management Services.

If additional services are requested by the Client that require a change order, Infinity will bill 5% of the change order amount.



COMMUNICATIONS & CONSULTING
AN EMPLOYEE OWNED COMPANY

Standard Hourly Rates Schedule

For additional works that is required outside the scope of work for the original project, the hourly rates listed will be charged. Standard Hourly Rates are subject to review and adjustment. The hourly rates effective on the date of the Agreement are:

Principal	\$175.00/hour
Sr. Systems Designer	\$155.00/hour
Systems Designer	\$125.00/hour
CAD Operator	\$75.00/hour
Sr. Project Manager	\$155.00/hour
Project Manager	\$95.00/hour
Design Team Coordinator	\$75.00/hour
Support Staff	\$50.00/hour

Reimbursable Expenses Schedule

Reimbursable Expense rates are subject to annual review and adjustment. The rates effective on the date of the Agreement are:


Newspaper Advertisement	at cost + 15%
8"x11" Copies/Impression	\$0.05/sheet
Blueprint Copies	at cost + 15%
Reproducible Copies (Mylar)	at cost + 15%
Reproducible Copies (Paper)	at cost + 15%
Legal Counsel	at cost + 15%
Travel Expenses:	
Mileage (auto)	\$0.58/mile
Airfare	at cost + 15%
Meals	at cost + 15%
Lodging	at cost + 15%
Standard Labor Rate	See Hourly Rate Schedule Above

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written below.

Infinity Communications & Consulting, Inc.

	09/27/2022
Signature	Date
Christian Baker	Chief Operations Officer
Name	Title
P.O. Box 999, Bakersfield, Ca. 93302	
Address/City/State/Zip	
82-0573429	
Federal Tax ID#	

Rescue Union School District

	10/18/22
Signature	Date
Lisa Donaldson	Asst. Supt.
Name	Title
2390 Bass Lake Rd, Rescue, CA	
Address/City/State/Zip	
52-1551716	
Federal Tax ID#	



CALIFORNIA DESIGN WEST ARCHITECTS INC.

2100 19TH STREET
SACRAMENTO, CA 95818
916.446.2466 | OFFICE

September 15, 2022

Lisa Donaldson
Rescue Union School District
2390 Bass Lake Road
Rescue, CA 95612

RE: Proposal to Update Rescue Elementary School – Multipurpose Addition and Modernization

VIA EMAIL

Dear Lisa,

Thank you for allowing the opportunity to provide Architectural and Engineering Services to update the Rescue ES Multipurpose Addition and Modernization project. We appreciate the opportunity to continue to work with you and your District.

Per our last meeting, the changes we will incorporate, along with changes / revisions for the project under current CBC, are as follows:

- Addition of under stage storage
- Addition of two (2) additional single accommodation unisex restrooms, for a total of three (3) single accommodation unisex restrooms
- Addition of janitor room
- Include a shade structure for covered outdoor dining

We will provide services to redesign and oversee construction for this project, including Schematic Design, Design Development, Construction Documents, Bidding, DSA Review and Approval, Construction Administration, and DSA Closeout. We will coordinate project documents between all required engineering, Local Fire Marshal, and other work as required. We will assist the District's funding consultant to obtain any funding available for this project, if applicable.

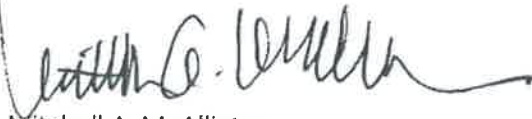
Our estimated construction cost for this project is **\$ 3,404,503.67**, with a total estimated project cost of \$ 4,025,719.61. Please see attached cost estimate.

Our Architectural and Engineering Services Fee for this project includes our standard Architectural, Structural, Mechanical, Electrical, and Plumbing, based on a sliding scale, as shown below. As we can reuse some existing concepts and drawings, we will offer a 15% reuse of fee.

ESTIMATED CONSTRUCTION COST				\$	3,404,503.67
A&E FEES	\$	500,000.00	x	12.0%	= \$ 60,000.00
	\$	500,000.00	x	11.5%	= \$ 57,500.00
	\$	1,000,000.00	x	11.0%	= \$ 110,000.00
	\$	1,404,503.67	x	10.0%	= \$ 140,450.37
A&E FEE TOTAL					\$ 367,950.37
15% REDUCTION OF FEES – REUSE OF PLANS					(\$ 55,192.56)
A&E FEE TOTAL					\$ 312,757.81

Please review. If this proposal is acceptable, please sign below and return.

Sincerely,



Mitchell A. McAllister
President



Accepted by: Lisa Donaldson
Assistant Superintendent of Business Services

RESCUE ELEMENTARY SCHOOL
MULTIPURPOSE ADDITION AND MODERNIZATION
CONSTRUCTION COST ESTIMATE
September 15, 2022



DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
SITEWORK / DEMOLITION				
TOILET ROOM SELECTIVE DEMOLITION	384	SF	\$ 82.00	\$ 31,488.00
GYM SELECTIVE DEMOLITION	373	SF	\$ 60.00	\$ 22,380.00
CONCRETE DEMOLITION	3,140	SF	\$ 5.24	\$ 16,453.60
SHED REMOVAL	200	SF	\$ 18.00	\$ 3,600.00
RETAINING WALL REMOVAL	20	LF	\$ 60.00	\$ 1,200.00
CLEAR AND GRUB VEGETATION	1,280	SF	\$ 4.00	\$ 5,120.00
REMOVE GATE AND BOLARDS	60	LF	\$ 30.00	\$ 1,800.00
AC PAVEMENT	3,392	SF	\$ 8.00	\$ 27,136.00
CONCRETE WALKWAYS	8,400	SF	\$ 20.00	\$ 168,000.00
CONCRETE STAIR	30	SF	\$ 60.00	\$ 1,800.00
HC RAMPS	330	SF	\$ 50.00	\$ 16,500.00
STAIR HAND RAILS	164	LF	\$ 120.00	\$ 19,680.00
CHAIN LINK FENCE	92	LF	\$ 45.00	\$ 4,140.00
CONCRETE CURB	220	LF	\$ 40.00	\$ 8,800.00
ORNAMENTAL FENCE	637	LF	\$ 150.00	\$ 95,550.00
SEATING STEPS	455	LF	\$ 120.00	\$ 54,600.00
CATCH BASINS	4	EA	\$ 5,000.00	\$ 20,000.00
STORM DRAIN LINE	142	LF	\$ 80.00	\$ 11,360.00
SUMMARY OF SITEWORK / DEMOLITION				\$ 509,607.60
SHADE STRUCTURE				
SHADE STRUCTURE	1,800	SF	\$ 58.00	\$ 104,400.00
SHADE STRUCTURE INSTALLATION	1,800	SF	\$ 28.00	\$ 50,400.00
SUMMARY OF CONCRETE				\$ 154,800.00
CONCRETE				
FOOTINGS AND FOUNDATION	1,637	SF	\$ 36.00	\$ 58,932.00
SLAB ON GRADE	2,637	SF	\$ 22.00	\$ 58,014.00
CURB REPLACEMENT	78	LF	\$ 18.00	\$ 1,404.00
SUMMARY OF CONCRETE				\$ 118,350.00
WOOD AND PLASTICS				
ROUGH CARPENTRY	2,637	SF	\$ 145.00	\$ 382,365.00
CASEWORK / CABINETRY	16	LF	\$ 480.00	\$ 7,680.00
SUBTOTAL OF WOOD AND PLASTICS				\$ 390,045.00
THERMAL AND MOISTURE PROTECTION				
ROOF INSULATION	2,637	SF	\$ 12.00	\$ 31,644.00
WALL INSULATION	2,637	SF	\$ 6.80	\$ 17,931.60
METAL ROOFING	2,084	SF	\$ 28.00	\$ 58,352.00
REPAIR EXISTING ROOF	480	SF	\$ 18.00	\$ 8,640.00
FLASHING	180	LF	\$ 16.00	\$ 2,880.00
GUTTERS	60	LF	\$ 14.00	\$ 840.00
JOINT SEALANTS	1,350	SF	\$ 5.80	\$ 7,830.00
EXPANSION JOINT COVER SYSTEM	64	SF	\$ 48.00	\$ 3,072.00
SUBTOTAL OF THERMAL AND MOISTURE PROTECTION				\$ 131,189.60

DOORS AND WINDOWS

HOLLOW METAL DOORS, FRAMES, HARDWARE	17	EA	\$	5,800.00	\$	98,600.00
POCKET DOOR	448	SF	\$	108.00	\$	48,384.00
SUBTOTAL OF DOORS AND WINDOWS						\$ 146,984.00

FINISHES

DRYWALL	2,637	SF	\$	18.00	\$	47,466.00
CERAMIC TILE	70	SF	\$	32.00	\$	2,240.00
VINYL FLOOR	3,900	SF	\$	10.00	\$	39,000.00
EPOXY FLOOR	1,500	SF	\$	24.00	\$	36,000.00
STAGE FLOOR	970	SF	\$	42.00	\$	40,740.00
CEMENT PLASTER	2,637	SF	\$	32.00	\$	84,384.00
ACOUSTICAL PANEL CEILING / T-BAR	2,637	SF	\$	12.00	\$	31,644.00
RUBBER WALL BASE	140	LF	\$	16.00	\$	2,240.00
PAINTING	7,250	SF	\$	8.00	\$	58,000.00
SUBTOTAL OF FINISHES						\$ 341,714.00

EQUIPMENT AND SPECIALTIES

MARKERBOARDS	1	EA	\$	1,800.00	\$	1,800.00
SIGNAGE	6	EA	\$	300.00	\$	1,800.00
FIRE EXTINGUISHER CABINETS	2	EA	\$	1,600.00	\$	3,200.00
TOILET ACCESSORIES	8	EA	\$	400.00	\$	3,200.00
STAGE LIFT	1	EA	\$	16,000.00	\$	16,000.00
STAGE EQUIPMENT	970	SF	\$	70.00	\$	67,900.00
PROJECTION SCREEN	1	EA	\$	4,800.00	\$	4,800.00
SUBTOTAL FOR EQUIPMENT AND SPECIALTIES						\$ 98,700.00

MECHANICAL / PLUMBING

FIRE SPRINKLERS	7,052	SF	\$	18.00	\$	126,936.00
UNDERGROUND PLUMBING	60	LF	\$	80.00	\$	4,800.00
GREASE TRAP	1	EA	\$	36,000.00	\$	36,000.00
TOP OUT PLUMBING	2,637	SF	\$	40.00	\$	105,480.00
FINISH PLUMBING	2,637	SF	\$	40.00	\$	105,480.00
RANGE HOOD	1	EA	\$	58,000.00	\$	58,000.00
EXHAUST FAN	4	EA	\$	4,800.00	\$	19,200.00
HVAC SYSTEM	2,537	SF	\$	54.00	\$	136,998.00
SUBTOTAL FOR MECHANICAL AND PLUMBING						\$ 592,894.00

ELECTRICAL

LIGHT FIXTURES	2,637	SF	\$	30.00	\$	79,110.00
INTERCOM AND PA SYSTEM	2,637	SF	\$	15.00	\$	39,555.00
FIRE ALARM	2,637	SF	\$	12.00	\$	31,644.00
DATA	2,637	SF	\$	12.00	\$	31,644.00
POWER	2,537	SF	\$	35.00	\$	88,795.00
SUBTOTAL FOR ELECTRICAL						\$ 270,748.00

TOTAL - CONSTRUCTION AND SITEWORK \$ 2,909,832.20

GENERAL CONDITIONS

TEMP FENCING, CLEANUP, GEN COND	3%	\$	87,294.97
PROJECT SUPERVISION	6%	\$	174,589.93
OVERHEAD AND PROFIT	6%	\$	174,589.93
BONDS AND INSURANCE	2%	\$	58,196.64

TOTAL - GENERAL CONDITIONS \$ 494,671.47

TOTAL CONSTRUCTION COST \$ 3,404,503.67

PROJECT DEVELOPMENT

ARCHITECT ENGINEER FEES

~ 9.18% \$ 312,757.81

DSA FEES

~ 1.06% \$ 36,097.83

TEST AND INSPECTION

3.0% \$ 102,135.11

PROJECT CONTINGENCY

5% \$ 170,225.18

TOTAL PROJECT DEVELOPMENT

\$ 621,215.93

TOTAL PROJECT COSTS

\$ 4,025,719.61

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement made and entered into this 9th day of March, 2022, between the Rescue Union School District ("District") and California Single Ply, Inc. ("Contractor").

Contractor and District agree as follows:

ARTICLE 1 – THE PROJECT

Contractor agrees to obtain all necessary permits and licenses as are required by law, furnish all labor and materials, including required tools, implements, and appliances and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, material, men, subcontractors, artisans, machinists, teamsters, and laborers required in the bid proposal, all in strict compliance with the Drawings, and other Contract Documents, required for the Project:

RESCUE ELEMENTARY SCHOOL – ROOF REPLACEMENT PROJECT
RESCUE UNION SCHOOL DISTRICT

All in strict compliance with the plans, drawings, and specifications prepared by:

California Design West Architects, Inc.
2100 19th Street
Sacramento, CA 95818
(916) 446-2466

Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, transportation, and other facilities and services necessary for the proper execution and completion of the Project. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees and shall not employ on the Project any unfit person or anyone not skilled in the task assigned.

ARTICLE 2 – CONTRACT DOCUMENTS

The Contractor and the District agree that the advertisement (Notice to Bidders), Non-collusion Declaration Form, the Bid Form, the General Conditions, the Instructions to Bidders, the specifications, the drawings, and the addenda and bulletins thereto, together with this Agreement, form the contract documents. The specifications and drawings are intended to compliment, so that any work exhibited in the drawings and not mentioned in the specifications, or vice versa, is to be executed the same as if both mentioned in the specifications and set forth in the drawings to the true intent and meaning of the said drawings and specifications, when taken together.

ARTICLE 3 – CONTRACTOR'S LICENSE

Contractor shall have, and maintain in good standing, a contractors license appropriate to the work during the entire term of this Project.

ARTICLE 4 – COMPLETION DATE/NOTICE TO PROCEED

Time is of the essence in this Agreement and the time of completion for the Project shall be ~~Twenty Three (23) calendar days, from June 15, 2022 with an anticipated completion date of July 8, 2022.~~ **Sixty (60) calendar days from July 25, 2022 to September 23, 2022** *dm*

DS
UD

RESCUE ELEMENTARY SCHOOL – ROOF REPLACEMENT
RESCUE UNION SCHOOL DISTRICT

If the Notice to Proceed is issued more than ten (10) but less than one hundred twenty (120) days after the Notice of Award, Contractor's sole remedy shall be an extension to the Completion Date, measured by the number of days beyond ten (10) it took to issue the Notice to Proceed. Contractor shall not be entitled to any monetary damages or other compensation for lost profit or overhead or for increased cost of performance.

The term "day" as used in the Contract Documents shall mean calendar day.

ARTICLE 5 – CONTRACT SUM

The contract sum is the total amount payable by District to Contractor for the performance of work under the contract documents, after receipt of properly documented and submitted Applications for Payment. The contract sum is One Hundred Ninety-Six Thousand Five Hundred Sixty Dollars and No Cents (\$ 196,560.00), unless modified in accordance with the contract documents.

ARTICLE 6 – LIQUIDATED DAMAGES

- a. The time limit specified in Article 4 is of the essence of the Agreement. The Contractor shall complete the Project by the date specified in Article 4 unless District agrees in writing to an extension of time.
- b. Failure to complete the Project within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the District would suffer if the Project were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the District would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of school activities, costs of administration, inspection, supervision and the loss suffered by the public within the District.
- c. Accordingly, the parties agree that the amount herein set forth shall be presumed to be the amount of damages which the District shall directly incur upon the failure of the Contractor to complete the Project within the time specified: **One Thousand Dollars and No Cents (\$1,000.00)**, plus the extra inspection costs incurred by the District, during or as a result of each calendar day by which completion of the Project is delayed beyond the completion date.
- d. If the Contractor becomes liable for liquidated damages under this section, the District, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentage is not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the District until all such liabilities are satisfied in full.
- e. If the District accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

ARTICLE 7 – EARLY COMPLETION

Regardless of the cause therefore, the Contractor may not maintain any claim or cause of action against the District for damages incurred or claimed to be incurred as a result of its failure or inability to complete its work on the Project in a shorter period than established in Article 4 of this Agreement, the District having established such period as a reasonable time within which to perform the work on the Project.

ARTICLE 8 – PAYMENT

The District agrees to pay the Contractor in current funds for the satisfactory performance of the Agreement the amount proposed in this bid, including approved change orders, and to make payments on account thereof as follows: Ninety percent (90%) of the value, proportionate to the amount of the Agreement, of labor and materials incorporated in the Project up to the first day of that month as estimated by the District or the Architect, less the aggregate of previous payments. On substantial completion of the Contractor work and obligations under this Agreement, a sum sufficient to increase the total payments to ninety percent (90%) of the contract price, and thirty-five (35) days after the notice of completion has been recorded, provided the Project to be fully completed and the Agreement fully performed, the balance due under the Agreement. The payment of progress payments by the District shall not be construed as an acceptance of the work done up to the time of such payments. The entire Project is to be subjected to inspection and approval of District or Architect to defects not obvious upon inspection during the progress of the work at the time when it shall be claimed by the Contractor that the Agreement is completed. The District or Architect shall exercise all reasonable diligence in the discovery, and report to the Contractor as the Project progresses, materials and labor which are not satisfactory to the District, so as to avoid unnecessary trouble and cost to the Contractor in making good defective parts or work.

In accordance with the provisions of Public Contract Code section 22300, the District shall at the request and expense of the Contractor permit the substitution of securities or the payment of funds equivalent to the amount of monies withheld as retention from progress payments.

ARTICLE 9 – TERMINATION FOR CAUSE

The District and Contractor may terminate the Agreement as provided in the General Conditions.

ARTICLE 10 – PERFORMING A PORTION OF THE WORK

If the Contractor fails to correct defective work or persistently fails to carry out the work in accordance with the Contract Documents, the District, by written order, may order the Contractor to stop the work, or any portion thereof, until the cause of such order has been eliminated. The District shall not have any duty to stop the work for the benefit of the Contractor or any other person or entity. If the District chooses to correct or carry out the work itself, it shall normally give the Contractor seven (7) days to commence and continue correction of such default or neglect with diligence and promptness. If, however, the condition constitutes an emergency which may subject the District to penalties or termination of the Project by outside jurisdictional agencies, the District may do so without notice to the Contractor. In either case, an appropriate change order shall be issued, deducting, from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect's and consultants' additional services made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and its surety shall pay the District the difference.

ARTICLE 11 – USE OF SUBCONTRACTORS

Contractor agrees that, as required by State law and the Instruction to Bidders, all subcontractors which will perform work on this project shall be listed on the List of Subcontractors form, provided with the contract documents.

ARTICLE 12 – PREVAILING WAGE RATES

The Project is a public work and all work shall be performed as a Public Work and pursuant to the provisions of section 1770 et seq. of the Labor Code which are hereby incorporated by reference and made a part hereof. The Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates or wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.8.

The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

It shall be mandatory upon the Contractor herein and upon any subcontractor to pay not less than the said specified rates to all laborers, workers and mechanics employed by them in the execution of the Agreement. The Contractor shall forfeit a penalty for each calendar day, or portion thereof, during which each worker was paid less than the stipulated prevailing rate for such work or craft in which such worker is employed for any work done under the Agreement by him or by any subcontractor under him, the amount of which is to be determined in accordance with Labor Code section 1775.

In addition to said penalty and pursuant to said section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the names and occupants of all laborers, workers and mechanics employed by him in connection with the execution of this Agreement of any subcontract there under, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the District, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. Attention is directed to the provisions in section 1777.5 and section 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. A contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

ARTICLE 13 – WORKING HOURS

In accordance with the provisions of sections 1810 to 1815 of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, eight (8) hours labor shall constitute a days work, and no laborer, workman, or mechanic in the employ of the Contractor, or any subcontractor, doing or contracting to do any part of the work contemplated by this Agreement, shall be required to or permitted to work more than eight (8) hours in one calendar day or forty (40) hours during any one calendar week unless such work is compensated at the lawful overtime rate set forth in section 1815. The Contractor and each subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the District, or its officers or agents and to the Chief of the Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that Contractor shall forfeit as a penalty to District the sum of twenty-five dollars (\$25.00) for each laborer, workman or mechanic who is required or permitted to labor more than eight (8) hours a day or forty (40) hours a week in violation of this stipulation.

ARTICLE 14 – EMPLOYMENT OF APPRENTICES

Contractor agrees to comply with all provisions of the law regarding the employment of apprentices. (Labor Code sections 1773.3, 1777.5, 1777.6, and 3077 et. seq.) These sections, which are hereby incorporated and made a part hereof, require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one (1) apprentice for each five (5) journeyman hours, unless and exemption is granted, and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age. Only apprentices, as defined in Labor Code section 3077, who are in training under written apprenticeship agreements will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions for all apprenticeable occupations rests with the Contractor.

ARTICLE 15 – FORCE MAJEURE

The parties to the Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by unusually severe weather, act of God, fire, strike, loss or shortage of transportation facilities, lockout, commandeering of materials, products, plants, or facilities by the Government, act of a separate contractor, or action or inaction of the part of the Division of the State Architects, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing. Any delay caused by any factor(s) listed hereunder shall be grounds for an extension of time, measured in length by the amount of delay actually suffered by Contractor as a result thereof but shall not be grounds for any increase in compensation to the Contractor, whether for home, office, general or administrative expenses, field expenses, increased costs of materials or labor, or any other thing. A Contractor seeking an extension of time as a result of acts beyond the Contractor's control, must present the request for an extension of time to the District within five (5) calendar days of the commencement of the act causing the delay. A Contractors' failure to provide notice of a request for an extension of time results in an irrevocable waiver by Contractor.

ARTICLE 16 – INSURANCE

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said

RESCUE ELEMENTARY SCHOOL – ROOF REPLACEMENT
RESCUE UNION SCHOOL DISTRICT

provisions of said Code. The Contractor shall supply the District with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the District will receive thirty (30) days' notice of cancellation. Contractor shall provide the insurance set forth in the General Conditions, and as listed below. The amount of general liability insurance shall be \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and \$2,000,000.00 aggregate, and a \$1,000,000.00 umbrella policy.

ARTICLE 17 – INDEMNIFICATION AGAINST LIABILITY

The Contractor will defend, indemnify and hold harmless the District, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

ARTICLE 18 – MISCELLANEOUS PROVISIONS

- a. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement between the parties, oral or written, including the District's award of the project to Contractor, unless such agreement is expressly incorporated herein. The District makes no representations or warranties, express or implied, not specified in this Agreement. The Agreement is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.
- b. Execution of Other Documents: The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- c. Binding Effect: Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement, understands it, and agrees to be bound by its terms and conditions. This Agreement shall inure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.
- d. Severability: If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- e. Amendments: The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the District's Governing Board.
- f. Assignment of Agreement: The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the District.
- g. Written Notice: Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified first class mail to the last business address known to him who gives the notice.
- h. Attorneys' and Architects' Fees: In any legal action or proceeding arising out of this Agreement, or to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' and architects' fees, costs and expenses incurred therein.

RESCUE ELEMENTARY SCHOOL – ROOF REPLACEMENT
RESCUE UNION SCHOOL DISTRICT

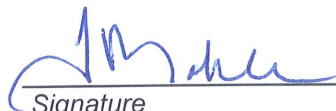
- i. If the School District retains legal counsel to assist in resolution of any dispute which arises during the performance or closeout of this Project and notice is given as specified herein, the parties' reasonable attorneys' and architects' fees shall be paid by the parties in the same proportion as the disputed compensation is resolved. "Disputed compensation" shall include disputed payment of contract funds, payment which is requested pursuant to change order requests, liquidated damages, and payment demanded pursuant to indemnification rights.
- ii. Notice that a party demands payment for its attorneys' and architects' fees pursuant to this provision shall be given by sending a notice by certified mail to other party which cites this provision and informs the other party that all attorneys' and architects' fees which are incurred more than five (5) days after the date of mailing will be subject to division and allocation pursuant to this Article.
- i. Anti-discrimination: It is the policy of the District that in connection with all work performed under purchasing contracts there shall be no discrimination against any prospective or active employee engaged in the Project because of race, color, ancestry, nation origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the Project by him.
- j. Execution in Counterparts: This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.
- k. Governing Law and Venue: The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of El Dorado, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by District.

RESCUE ELEMENTARY SCHOOL – ROOF REPLACEMENT
RESCUE UNION SCHOOL DISTRICT

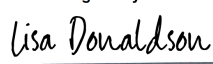
IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

Contractor hereby certifies awareness of and compliance with Labor Code Sections 1861 and 3700 concerning Worker's Compensation Law.

California Single Ply, Inc.

 _____ <i>Signature</i>	<u>President</u> <i>Title</i>
<u>Trina Mahle</u> <i>Type or Print Name</i>	<u>7/13/2022</u> <i>Date</i>

Rescue Union School District

DocuSigned by:  _____ <small>62BC755A132441E...</small> <i>Signature</i>	<u>Assistant Superintendent, Business</u> <i>Title</i>
<u>Lisa Donaldson</u> <i>Type or Print Name</i>	<u>7/21/2022</u> <i>Date</i>

END OF SECTION 00 52 00.

Bond #30153791
Premium Included

Premium is for Contract Term
and is Subject to Adjustment
Based on Final Contract Price.

RESCUE ELEMENTARY SCHOOL – ROOF REPLACEMENT
RESCUE UNION SCHOOL DISTRICT

SECTION 00 61 16 – PAYMENT BOND

The Rescue Union School District ("District") and California Single Ply, Inc. ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct:

RESCUE ELEMENTARY SCHOOL – ROOF REPLACEMENT PROJECT RESCUE UNION SCHOOL DISTRICT

WHEREAS, the Agreement between the District and the Principal dated March 9, 2022, and all of the documents attached to or forming a part of the Contract Documents, are hereby referred to and made a part hereof; and

WHEREAS, the Principal is required by the Agreement, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under the Agreement.

NOW, THEREFORE, the Principal and the undersigned Western Surety Company ("Surety"), as Corporate Surety, hereby bind themselves, their heirs, executors, administrators, successors, assigns, jointly and severally, unto the District for the use and benefit of all persons provided under Civil Code Section 3248, subdivision (b) in the sum of One Hundred Ninety Six Thousand Five Hundred Sixty & No/100 Dollars (\$ 196,560.00).

THE CONDITION OF THIS OBLIGATION is that if the Principal or a subcontractor, or their heirs, executors, administrators, successors, or assigns fails to pay any of the persons named in Civil Code section 3181, or any of the amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor that the sureties will pay for the same. Additionally, Surety shall pay all court costs, expenses and reasonable attorney's fees as fixed by the Court associated with any suit brought upon this bond.

IT IS HEREBY EXPRESSLY STIPULATED AND AGREED that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

IT IS FURTHER EXPRESSLY STIPULATED AND AGREED that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same, shall in any manner affect the Surety's obligations on this bond, and the Surety does hereby waive notice of any such change, extension, alteration or addition.

THE PROVISION OF Civil Code Sections 2819 and 2845 are waived herein by this reference.

SHOULD THE CONDITION of this bond be fully performed, this obligation shall become void; otherwise the obligation shall remain in full force and effect.

RESCUE ELEMENTARY SCHOOL – ROOF REPLACEMENT
RESCUE UNION SCHOOL DISTRICT

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety

this 15th day of March, 2022.



Notary Seal
California Single Ply, Inc.

Trinam Able, President
Principal

Western Surety Company

Surety

By: 

Attorney-in-Fact Dona Lisa Buschmann

The rate of premium on this bond is Included per thousand.

The total amount of premium charged is Included.

The above must be filled in by Corporate Surety.

Rescue Union School District

DocuSigned by:
By: Lisa Donaldson
62BC755A132441E...

END OF SECTION 00 61 16.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer)

On March 15, 2022 before me, K. Hanley, Notary Public
(insert name and title of the officer)

personally appeared Dona Lisa Buschmann,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

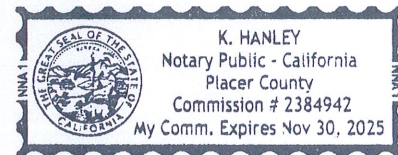
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jana B Pilgare, Kathy Rangel, Robert D Laux, Dona Lisa Buschmann, Edward D Johnson, Julie A Shiroma, Stephen D Bender, Alexis Estrada, Lisa Bracero, Maggie Bender Johnson, Individually

of Roseville, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of January, 2022.



WESTERN SURETY COMPANY

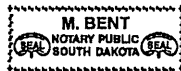
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota } ss
County of Minnehaha

On this 18th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of March, 2022.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bond #30153791
Premium \$2,123.00

Premium is for Contract Term
and is Subject to Adjustment
Based on Final Contract Price.

RESCUE ELEMENTARY SCHOOL – ROOF REPLACEMENT
RESCUE UNION SCHOOL DISTRICT

SECTION 00 61 13 – PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we California Single Ply, Inc.
_____ as Principal, and Western Surety Company _____ as Surety,
are held and firmly bound unto Rescue Union School District, in the County of El Dorado, State of
California, hereinafter called the "Owner", in the sum of One Hundred Ninety Six Thousand Five Hundred Sixty
& No/100----- Dollars (\$ 196,560.00) for the payment of which sum
well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly
and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain contract with
the Owner, the terms of which are incorporated herein by reference, dated March 9, 2022, for
construction of:

RESCUE ELEMENTARY SCHOOL – ROOF REPLACEMENT PROJECT
RESCUE UNION SCHOOL DISTRICT

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings,
covenants, terms, conditions, and agreements of said Contract during the original term of said
Contract and any extensions thereof that may be granted by the Owner, with or without notice to the
Surety, and during the life of any guaranty or warranty required under the Contract, and shall also
well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of
any and all duly authorized modifications of said Contract that may hereafter be made, then this
obligation is to be void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of
time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or
the specifications accompanying the same, shall in any way affect its obligation on this bond, and it
does hereby waive notice of any such change, extension of time, alteration or addition to the terms
of the Contract, or to the Work, or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their
several seals this 15th day of March, 2022 hereto affixed and these presents
duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by _____)
(Principal and Surety, _____)
(and acknowledged and _____)
(Notarial Seal attached _____)

RESCUE ELEMENTARY SCHOOL – ROOF REPLACEMENT
RESCUE UNION SCHOOL DISTRICT

DocuSign ID: Principal

Lisa Donaldson

62BC755A132441E
Business Address

(Affix Corporate Seal)

California Single Ply, Inc.

Mahe Trina Mahe
Corporate Principal

P. O. Box 2799, Rocklin, CA 95677

Business Address

(Affix Corporate Seal)

Western Surety Company

Corporate Surety

151 N. Franklin Street, Chicago, IL 60606

Business Address

(Affix Corporate Seal)

By 

Dona Lisa Buschmann, Attorney-In-Fact

The rate of premium on this bond is \$10.80 per thousand.

The total amount of premium charged is \$2,123.00.

The above must be filled in by Corporate Surety.

END OF SECTION 00 61 13.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer)

On March 15, 2022 before me, K. Hanley, Notary Public
(insert name and title of the officer)

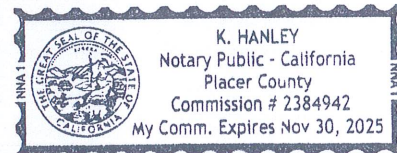
personally appeared Dona Lisa Buschmann,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature K Hanley

(Seal)



RESCUE ELEMENTARY SCHOOL – ROOF REPLACEMENT
RESCUE UNION SCHOOL DISTRICT

INDEPENDENT CONTRACTOR STUDENT CONTACT FORM

Contractor Name: California Single Ply, Inc.

Supervisor/Foreman Name: James Mahle, Project Manager & Joe Diller, Superintendent

Start Date: 5/31/2022

Completion Date: 9/23/2022

Location of Work: Rescue Elementary School 3880 Green Valley Road Rescue, CA 95762

Hours of Work: 8 hours per day

Length of Time on School Grounds: 8 hours per day

Number of Employees on the Job: Eleven (11)

Yes No

☐☒

Employees will have more than limited contact with students. Explain:

If yes, the following steps will be taken to ensure student safety (check):

- ☐ A physical barrier will be installed at the worksite to limit contact with pupils.
- ☐ Employees will be continually monitored and supervised by an employee who has not been convicted of a violent or serious felony.
- ☐ Employees will be surveilled by school district personnel.

Dated

7/13/22

Signature

Trina Mahle

Typed Name

President

Title

Note: This document must be executed and submitted with the executed Agreement between District and Contractor.

SECTION 00 73 63 – FINGERPRINTING NOTICE AND ACKNOWLEDGMENT

(Education Code Section 45125.2)

Note: This document must be executed and submitted with the agreement between the Owner and Contractor.

Business entities entering into contracts with the District for the construction, reconstruction, rehabilitation or repair of a school facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law.

1. If your employee(s) will have more than limited contact with students, then you must take one or more of the following steps:
 - a. Install a physical barrier at the worksite to limit contact with pupils.
 - b. Have an employee who has not been convicted of a violent or serious felony continually monitor and supervise employees. (See attached.)
 - c. Arrange for surveillance by school district personnel, with District approval.
2. If one or more of these steps is taken, you are not required to comply with Education Code section 45125.1.
3. If you are providing the services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2. An “emergency or exceptional” situation is one in which pupil health or safety is endangered or when repairs are needed to make a school facility safe and habitable. District shall determine whether an emergency or exceptional situation exists.
4. I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.

7/13/22
Dated

Trina Mahle
Signature

Trina Mahle

Typed Name

President

Title

ATTACHMENT

Under Education Code section 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of section 667.5 of the Penal Code. Those felonies are presently defined as:

1. Murder or voluntary manslaughter.
2. Mayhem.
3. Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 of the Penal Code or paragraph (1) or (4) of subdivision (a) of Section 262 of the Penal Code.
4. Sodomy by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person.
5. Oral copulation by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person.
6. Lewd acts on a child under the age of 14 years as defined in Penal Code section 288.
7. Any felony punishable by death or imprisonment in the state prison for life.
8. Any felony in which the person inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Penal Code section 12022.7 or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Penal Code sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in Penal Code section 12022.5, 12022.53, or 12022.55.
9. Any robbery perpetrated in an inhabited dwelling house, vessel, as defined in Section 21 of the Harbors and Navigation Code, which is inhabited and designed for habitation, an inhabited floating home as defined in subdivision (d) of Section 18075.55 of the Health and Safety Code, an inhabited trailer coach, as defined in the Vehicle Code, or in the inhabited portion of any other building, wherein it is charged and proved that the defendant personally used a deadly or dangerous weapon, as provided in subdivision (b) of Penal Code section 12022, in the commission of that robbery.
10. Arson, in violation of subdivision (a) of Penal Code section 451.
11. The offense defined in subdivision (a) of Penal Code section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person.
12. Attempted murder.
13. A violation of Penal Code section 12308.
14. Kidnapping, in violation of subdivision (b) of Penal Code section 207.
15. Kidnapping, as punished in subdivision (b) of Penal Code section 208.

RESCUE ELEMENTARY SCHOOL – ROOF REPLACEMENT
RESCUE UNION SCHOOL DISTRICT

16. Continuous sexual abuse of a child, in violation of Penal Code section 288.5.
17. Carjacking, as defined in subdivision (a) of Penal Code section 215, if it is charged and proved that the person personally used a dangerous or deadly weapon as provided in subdivision (b) of Penal Code section 12022 in the commission of the carjacking.
18. Any robbery of the first degree punishable pursuant to subparagraph (A) of paragraph (1) of subdivision (a) of Penal Code section 213.
19. A violation of Penal Code section 264.1.

A serious felony is any felony listed in subdivision (c) section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, mayhem, sodomy, oral copulation, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing great bodily injury or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Burglary of an inhabited dwelling house, vessel, as defined in the Harbors and Navigation Code, which is inhabited and designed for habitation, floating home, as defined in subdivision (d) of section 18075.55 of the Health and Safety Code, or trailer coach as defined by the Vehicle Code, or inhabited portion of any other building; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) Carjacking; (28) Any violation of section 288.5; (29) Any violation of section 244; (30) Assault with a deadly weapon or instrument on a firefighter; (31) Any violation of section 264.1; (32) Any violation of section 12022-53; (33) Any attempt to commit a crime listed in this subdivision other than an assault; (34) Any conspiracy to commit an offense described in paragraph (24) as it applies to Section 11370.4 of the Health and Safety Code where the defendant conspirator was substantially involved in the planning, direction, or financing of the underlying offense.

RESCUE ELEMENTARY SCHOOL – ROOF REPLACEMENT
RESCUE UNION SCHOOL DISTRICT

SECTION 00 65 13 – CERTIFICATE OF COMPLIANCE

TO: THE GOVERNING BOARD OF THE RESCUE UNION SCHOOL DISTRICT

I CERTIFY THAT:

1. Each employee who may have contact with pupils has been fingerprinted;
2. The Department of Justice has provided a report on the criminal background of each employee;
3. No employee who may come into contact with pupils has been convicted of a crime as defined in Education Code section 45125.1; and
4. Attached is a list of the names of each employee who may come into contact with pupils.

California Single Ply, Inc.

CONTRACTOR

Rescue Elementary School 3880 Green Valley Road Rescue, CA 95762

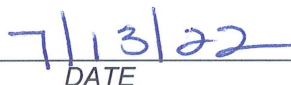
PROJECT

Trina Mahle

PRINT NAME



SIGNATURE



DATE

(SUBMIT WITH AWARD OF CONTRACT)

**California Single Ply, Inc.**

P.O. Box 2799
Rocklin CA 95677
916-408-6800

License: 662255

Change Order

Order#: 1

Order Date: 07/18/2022

To: Rescue Union School District
2390 Bass Lake Road
Rescue CA 95672

Project: 562
Rescue Elementary School
3880 Green Valley Road
Rescue CA 95762

California Single Ply, Inc. agrees to perform and the Client agrees to pay for the following changes to this contract.

Plans Attached ☐**Ordered By:****Customer Order:**Specifications Attached ☐

Description of Work	Amount
Asbestos Mastic Removal	12,556.00

Notes

Additional cost for asbestos mastic removal. Haz Mat report was not included in plans/specifications or addendum 1.

There is a contingency of \$32,760 (not included in the original Contract Sum at the bottom). Once approved, the contingency amount remaining would be \$20,204.

Negative changes will lower the overall contract price requiring no additional payment by Client.

Requested Amount of Change**12,556.00**

The original Contract Sum was	163,800.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	163,800.00
The Contract Sum will be changed by this Change Order	12,556.00
The new Contract Sum including this Change Order will be	176,356.00
The Contract Time will be changed by	0 Days

DocuSigned by:

Client: Lisa DonaldsonDate: 7/21/2022Contractor: 62BC755A132441E...

Date: _____


California Single Ply, Inc.

P.O. Box 2799
Rocklin CA 95677
916-408-6800

License: 662255

Change Order

Order#: 2

Order Date: 07/18/2022

To: Rescue Union School District
2390 Bass Lake Road
Rescue CA 95672

Project: 562
Rescue Elementary School
3880 Green Valley Road
Rescue CA 95762

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Ordered By: 92 Sarah Bradshaw

Customer Order:

Specifications Attached ☐

Description of Work	Amount
Additional Work	12,519.91
Cost increase for the availability of 2.6" Johns Manville Insulation in lieu of 1.5" JM insulation and associative work to increase wood nailers with 5/8" plywood.	

Notes

Labor \$ 2,543.01
Materials \$ 8,210.31
Bonds \$ 133.55
O & P 15% \$ 1,633.03

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

12,519.91

The original Contract Sum was	163,800.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	163,800.00
The Contract Sum will be changed by this Change Order	12,519.91
The new Contract Sum including this Change Order will be	176,319.91
The Contract Time will be changed by	0 Days

Owner: Lisa Donaldson

Date: 7/21/2022

Contractor: 62BC755A132441E...

Date: _____

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is entered into by and between Rescue Union School District (the "LEA"), and Golden Poppy Speech Therapy ("Service Provider") as of October 1, 2022.

WHEREAS, the LEA is either (a) a school district organized under the laws of the State of California or (b) a charter school organized under the laws of the State of California and designated as a local education agency in accordance with California Education Code section 47641.

WHEREAS, the LEA wishes to retain Service Provider to provide certain special education and/or related services for certain students who are enrolled at the LEA, upon the terms and conditions set forth in this Agreement.

WHEREAS, Service Provider seeks to provide such services as an independent contractor to, and not an employee of, the LEA.

WHEREAS, Service Provider is not qualified as a nonpublic, nonsectarian school, as defined in California Education Code section 56034, or a nonpublic, nonsectarian agency, as defined in California Education Code section 56035.

The LEA and Service Provider hereby agree as follows:

1. Scope of Services:

Service Provider agrees to provide the following services to the LEA:

Augmentative and Alternate Communication (AAC) assessments and attendance to IEP meetings, as requested for individual students.

2. Location(s) of Services:

Service Provider agrees to provide the services described above at the following location(s):

Rescue Elementary School District school sites.

Compensation:

As full compensation for all services contemplated by this Agreement, the LEA shall provide the following compensation to Service Provider:

An amount not to exceed \$3,000 for each individual assessment.

3. Initial Service Providers:

Service Provider represents that the following table, as it may be amended from time to time, contains a true and complete list of the person(s) who will initially provide special education and/or related services on Service Provider's behalf pursuant to this Agreement, the services that each such person will initially provide and the license, certificate, permit, or other documents held by each such person authorizing him or her to provide such services.

Name	Special education and/or related services provided by such person	License, certificate, permit, or other documents held by such person
Sarah Ingraham	Augmentative Alternative Communication Assessment Attendance/ participation in IEP meeting	Licensed Speech and Language Pathologist
Deborah Bell-Benson	Augmentative Alternative Communication Assessment Attendance/ participation in IEP meeting	AAC Specialist

Notwithstanding Section 21 of the General Provisions, below, this Section 4 shall be amended effective ten (10) business days following the LEA's receipt of a Change of Personnel Notice from the Service Provider in accordance with Section 17, below, unless prior to such time the LEA notifies Service Provider that it does not consent to such amendment. A "Change of Personnel Notice" means a written notice from Service Provider to the LEA stating (a) Service Provider's intention to amend this Section 4 by adding or removing personnel who have provided or will provide special education and/or related services on Service Provider's behalf pursuant to this Agreement, (b) the date upon which such addition or removal of personnel is anticipated to be made and (c) the name of each such person, the special education and/or related services provided or to be provided by each such person, and the license, certificate, permit, or other documents held by each such person authorizing him or her to provide such services.

4. Term of Agreement:

The term of this Agreement shall be from July 1, 2018, to June 30, 2019, inclusive, subject to the provisions of Section 18 of the General Provisions.

5. Additional Terms and Conditions:

The General Provisions attached hereto as Exhibit A are incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this PROFESSIONAL SERVICES AGREEMENT on the date first written above.

LEA:

By: _____

Name: Lisa Donaldson

Title: Assistant Superintendent Business Services

SERVICE PROVIDER:

By: _____

Name: Sarah Ingraham, CCC-SLP

Title: Licensed Speech Pathologist

EXHIBIT A

GENERAL PROVISIONS

1. General services:

- a. Service Provider agrees to provide each of the following services in addition to those set forth above under the heading "Scope of Services," above.
 - i. Service Provider shall attend LEA mandated meetings when legal mandates and/or LEA policies and procedures are reviewed.
 - ii. Service Provider shall attend and participate in any IEP team meetings or manifestation determination meetings for LEA students.
 - iii. Service Provider shall fully participate in special education due process proceedings, including mediations and hearings, as requested by the LEA.
 - iv. Service Provider shall fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other federal or state governmental body or agency.
 - v. Service Provider shall complete academic or other assessment of any LEA student one month prior to such student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance. Supporting documentation, such as test protocols and other primary data, shall be made available to the LEA upon request.
 - vi. Service Provider shall cooperate with the LEA in communicating with parents or other legal guardians of LEA students concerning the services to be provided under this Agreement.
- b. Service Provider shall not be entitled to any compensation in addition to that set forth under the heading "Compensation," above, for the performance of the services set forth in this Section 1, and any time spent by Service Provider performing such services shall not constitute billable service hours.

- c. In the event of any conflict between the terms of this Section 1 and the terms set forth under "Scope of Services" or "Compensation," above, the terms set forth under "Scope of Services" or "Compensation," above, shall control.

2. Compliance with IEP:

- a. The LEA shall provide Service Provider with a copy of the current IEP of each LEA student to be served by the Service Provider. The Service Provider shall provide to each such LEA student special education and/or related services (including transition services) consistent with such IEP. Changes in educational instruction, services, or placement provided under this Agreement may only be made on the basis of revisions to a student's IEP.
- b. Unless otherwise agreed to between the parties, Service Provider shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the student's IEP.

3. Location of services:

- a. If Service Provider provides services at any LEA campus, Service Provider shall comply with California Penal Code section 627.1 *et seq.* and LEA and site policies and procedures regarding visitors to school campuses, including sign-in and sign-out procedures.
- b. If Service Provider provides services at any location other than a LEA campus or facility, such services shall be provided at a safe and suitable physical facility that has been constructed and maintained in accordance with all applicable legal requirements.

4. Positive behavior interventions: Service Provider shall comply with the requirements of 5 C.C.R. sections 3001(c) through (f) and 3052(l)(1 through 8), regarding behavior interventions with respect to LEA students.

5. Personnel requirements:

- a. Service Provider shall comply with the requirements of California Education Code sections 35021.1, 35021.2 and 44237, regarding background clearance requirements for non-certificated employees and volunteers who will have contact with students, unless Service Provider and the LEA together determine that an employee or volunteer will have no direct contact with LEA students, and shall not permit any non-certificated employee or volunteer to have direct contact with LEA students until such background clearance has been obtained. In addition, Service Provider shall make a request for subsequent arrest service as required by California Penal Code section 11105.2.
- b. Service Provider shall ensure that all individuals employed, contracted, and/or otherwise hired by Service Provider to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold as required by California Education Code section 56366.1(n)(1) and are qualified pursuant to 34 C.F.R. sections 200.56 and 200.58, and 5 C.C.R. sections 3001(y), 3064 and 3065. Such

qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

- c. Service Provider shall ensure that each special education teacher meets the Highly Qualified Teacher requirements and holds a full CTC credential authorizing instruction to students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE as required by 5 C.C.R. section 3064(a).
 - d. Service Provider shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.*
 - e. Service Provider shall comply with all applicable federal and state laws and regulations and LEA policies and procedures regarding student and employee health and safety. Service Provider shall comply with the requirements of California Education Code sections 35021 *et seq.* and 49406 and California Health and Safety Code section 3454(a), regarding the examination of Service Provider's employees and volunteers for tuberculosis.
 - f. Other than as provided for above, Service Provider shall be solely responsible for the selection, compensation, evaluation and determination of the duties of the certificated and non-certificated personnel and volunteers who may provided services to the LEA and its students under this Agreement.
6. Status of Service Provider: Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and Service Provider. The parties intend that Service Provider, in performing the services herein specified, shall act as an independent contractor and the LEA shall have control of the work and the manner in which it is performed. Neither Service Provider nor any of its employees or contractors are agents or employees of the LEA and no such person shall have any employment or reemployment rights or be entitled to participate in any pension plans, insurance, bonus or similar benefits that the LEA provides to its employees.
7. Taxes: Service Provider agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case LEA is audited for compliance regarding any applicable taxes, Service Provider agrees to furnish LEA with proof of payment of taxes on such amounts.
8. Compliance with law, polices and procedures:
- a. Service Provider shall comply with all applicable federal, state and local laws, rules and regulations in its performance of the services provided for hereunder and shall provide such services in accordance with applicable best practices and standards.
 - b. Service Provider shall further comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition,

handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

c. Service Provider shall also comply with all applicable LEA policies and procedures.

9. Conflict of interest: Service Provider represents that it has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. Service Provider further represents that in the performance of this Agreement, no person having such interest will be employed.

10. Indemnification:

- a. Service Provider shall indemnify, defend with counsel acceptable to the LEA, and hold harmless to the full extent permitted by law, the LEA and its governing board, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Service Provider's performance of the service contemplated hereunder or its failure to comply with any of its obligations contained in this Agreement, except such Liability cause by the active negligence, sole negligence or willful misconduct of the LEA.
- b. In the event that a conflict of interests exists between any person indemnified hereunder and Service Provider and/or separate defenses are available to one or more persons indemnified hereunder and Service Provider, such indemnified persons shall be entitled to retain, at Service Provider's expense, separate legal counsel.
- c. The forgoing indemnity and coverage obligations shall survive the termination of this Agreement with respect to any claim arising from Service Provider's actual or alleged performance or non-performance of its obligations under this Agreement.

11. Insurance: With respect to the performance of work under this Agreement, Service Provider shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

- a. Required/ x Not Required: Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California.
- b. x Required/ Not Required: Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to: premises and operations liability, independent contractor's liability, and personal injury liability.
- c. x Required/ Not Required: Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and nonowned vehicles.

- d. Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed to extend additional insured or additional covered party status on the LEA and its governing board, officers, agents, employees and volunteers, with such coverage to be provided on a primary basis.
- e. x Required/___ Not Required: Professional Liability (Errors and Omissions) Insurance for all activities of Service Provider arising out of or in connection with this Agreement is an amount no less than \$1,000,000 combined single limit for each occurrence.
- f. Documentation: With respect to each insurance policy marked as "Required," above, Service Provider shall provide evidence of coverage to the LEA in the form of a Certificate of Insurance or Certificate of Coverage.
- g. Policy obligations: Service Provider's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- h. Material breach: If Service Provider, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. LEA, at its sole option, may terminate this Agreement and obtain damages from Service Provider resulting from the breach. Alternatively, the LEA may purchase such required insurance coverage, and without further notice to Service Provider, the LEA may deduct from sums due to Service Provider any premium costs advanced by the LEA for such insurance. These remedies shall be in addition to any other remedies available to the LEA.

12. Maintenance of records:

- a. All records related to services provided pursuant to this Agreement shall be maintained by Service Provider in compliance all applicable federal and state laws and regulations, including (without limitation) California Education Code section 35250 *et seq.* Notwithstanding the foregoing sentence, Service Provider shall maintain all records for at least five (5) years after the termination of this Agreement.
- b. Service Provider shall limit, provide and record access to education records (as defined 20 U.S.C. section 1232g) and pupil records (as defined in California Education Code sections 49061) in compliance with all applicable federal and state laws and regulations, including (without limitation) 20 U.S.C. section 1232g and California Education Code sections 49060 *et seq.* and 56504 and the rules and regulations promulgated thereunder.
- c. For the purposes of this Section 12, the term "records" includes (without limitation) (i) education records as defined 20 U.S.C. section 1232g and pupil records as defined by California Education Code section 49061, including electronically stored information; (ii) cost data records as set forth in 5 C.C.R. section 3061; (iii) registers and roll books of teachers and/or daily service providers; (iv) daily service logs and notes and other documents used to record the provision of related services, including supervision; (v) daily service logs and notes used to record the provision of services provided through additional instructional assistants, and bus aides; (vi) absence verification records (parent/doctor notes, telephone logs, and related documents) if Service Provider is

funded for excused absences, provided that such records are not required if positive attendance is required; (vii) bus rosters; (viii) staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; (ix) records of employee training and certification; (x) staff time sheets; (xi) non-paid staff and volunteer sign-in sheets; (xii) transportation and other related services subcontracts; (xiii) school calendars and bell/class schedules, if applicable; (xiv) evidence of insurance, as provided for in Section 11, above; (xv) lists of boards of directors/trustees, if incorporated; (xvi) documents evidencing financial expenditures; (xvii) federal/state payroll quarterly reports; and (xviii) bank statements and canceled checks or facsimile thereof.

13. Data reporting: Service Provider shall provide to the LEA all reasonably available data concerning LEA students served by Service Provider and in such format as the LEA may reasonably request.
14. Calendar: Service Provider shall be provided with a copy of the LEA's academic calendar for each school year during which services are provided under this Agreement. Service Provider shall observe holidays as specified in such calendar and provide services on only those days that are designed as school days on such calendar, except to the extent otherwise specified in a student's IEP.
15. On-site monitoring: Service Provider shall allow access by LEA representatives to its facilities for periodic monitoring of each LEA student's instructional program and to observe each LEA student at work, observe the instructional setting, interview relevant Service Provider employees, and review each LEA student's records and progress. Such access may include unannounced monitoring visits. When making site visits, the LEA shall initially report to Service Provider's site administrative office.
16. Audit: Service Provider shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned by Service Provider under this Agreement. Service Provider shall, within five (5) working days of receipt of a written request from the LEA, make all records available at the office of the LEA or Service Provider's offices (to be specified by the LEA) at all reasonable times and without charge. Service Provider shall, at no cost to the LEA, provide reasonable assistance for such examination or audit and provide access to its offices for the purpose of interviewing Service Provider's employees.
17. Method and place of giving notice, submitting bills and making payments: All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

LEA:

Sunshine Handley
Name of Representative

Service Provider:

Sarah Ingraham, CCC-SLP
Name of Representative

1047 Uplands Drive

2390 Bass Lake Road
Address

Rescue, CA 95672
Address

(530) 672-4804
Tel. No.

(530) 672-1889
Fax No.

Address

El Dorado Hills, CA 95762
Address

(916) 293-9033
Tel. No.

Fax No.

and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded certified, or registered with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

18. Termination:

- a. The LEA may terminate this Agreement by giving fifteen (15) calendar days written notice to Service Provider. In the event the LEA elects to terminate this Agreement without cause, it shall pay Service Provider for services rendered to such date.
- b. If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, in any material respect, the other party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination, after providing the other party with not less than ten (10) calendar days to cure such breach.

19. Dispute resolution:

- a. The parties agree to make a good faith effort to resolve any claims, disputes, controversies, or disagreements of any kind whatsoever arising from or relating to this Agreement (collectively, "claims") through mediation prior to commencing litigation.
- b. Within sixty (60) days following a written request by either party to mediate a claim that has not been resolved by informal negotiation, the parties shall mutually agree upon a mediator, schedule a mediation, and shall share the costs of mediation equally, except costs incurred by each party for representation by legal counsel.
- c. All claims that are not resolved through mediation shall be submitted to final and binding arbitration in accordance with the rules and procedures of the American Arbitration Association then existing. The parties shall mutually agree upon an arbitrator, schedule an arbitration, and share the costs of arbitration equally, except costs incurred by each party for representation by legal counsel.

20. Choice of law and venue: This Agreement shall be governed by California law, and venue shall be in the Superior Court of the county in which the LEA's principal place of business is located, and no other place.
21. Merger; amendment: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the matters addressed by this Agreement. Except as provided in Section 4, above, no amendment of this Agreement shall be effective unless and until such amendment is evidenced by a writing signed by both parties.
22. Assignment/delegation: Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
23. Subcontracting: Service Provider shall not provide any of the services to be provided pursuant to this Agreement through subcontractors without the express prior written consent of a properly authorized representative of the LEA. In the event that any services to be provided by Service Provider under this Agreement are provided through one or more subcontractors, Service Provider shall affirmatively monitor, assess and, to the extent necessary, intervene and manage such services so as to ensure that its obligations under this Agreement are met.
24. No waiver of breach: The waiver by the LEA of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
25. Severability: If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.
26. Execution in counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
27. Authorization: Each party warrants that the individual executing this Agreement, or its counterpart, on behalf of such party, is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.
28. Sole proprietorship: If Service Provider operates as a sole proprietorship or is otherwise entering into this Agreement in his/her individual capacity, all references to "employees," "volunteers" and similar terms shall be deemed to include such sole proprietor and/or individual, as applicable.

Rescue Union School District

Report of Surplus Equipment

Date: 8-31-2022

School / Department Data

Name of School / Department:	Rescue Union Transportation
Name / Title of Person to Contact for Further Information:	Claudia Dee Spillers
Building / Room Number Which Equipment Was Assigned:	Jackson, Marlow A Village

District Use Only

Type of Disposition:	
Board Approval Date:	
Disposition Contact:	

Inventory Number*	Condition Code	Description	Total Units	Estimated Value (Per Unit)	Estimated Cost of Disposition	Estimated Total Price	Asset Number	Disposition Code
ME-42	C	Serial # AQ0545-569477 MAKE: CLUB CAR MODEL: PRECEDENT DS ELECTRIC YEAR 2005 GOLF CART	1	0	\$75.00	\$75.00		
ME-47	C	Serial # AQ0209-125454 MAKE: CLUB CAR MODEL: PRECEDENT DS ELECTRIC YEAR 2002 GOLF CART	1	0	\$75.00	\$75.00		
TOO	C	Serial # J41-006709 85-03 MAKE: YAMAHA MODEL: GZA ELECTRIC YEAR: 1985	1	0	\$75.00	\$75.00		

Broken frame, bad controllers, unable to get parts

Claudia Dee Spillers

Principal / Supervisor Signature

10/18/22

Code	Description
A	Fair Equipment that is usable without repairs, but is somewhat worn or deteriorated and soon may require repair.
B	Poor Equipment that is usable but is considerably worn or deteriorated. The remaining utility is limited or major repairs will be required.
C	Unusable, cannot be repaired.

* If there is no inventory number on the equipment, please record the serial number or model number in its place











Rescue Union School District

Report of Surplus Equipment

Date: 9/20/22

School Department Data		District Use Only
Name of School / Department:	Rescue Elementary	Type of Disposition:
Name / Title of Person to Contact for Further Information:	Sheryl Allen	Date of Board Approval:
Building / Room Number Which Equipment Was Assigned:	Library	Disposition Contact:

[illegible]

John L.

Code	Description
A	Fair Equipment that is usable without repairs but is somewhat worn or deteriorated and soon may require repair.
B	Poor Equipment that is usable but is considerably worn or deteriorated. The remaining utility is limited or major repairs will be required.
C	Unusable, cannot be repaired.

* If there is no inventory number on the equipment, please record the serial number or model number in its place.



GREEN VALLEY ELEMENTARY SCHOOL

"Home of the Gators"

Michelle Winberg
Principal

AT GREEN VALLEY SCHOOL, OUR STUDENTS COME FIRST.
WE REMAIN DEDICATED TO THE IDEA THAT WITHIN EACH CHILD LIES A TRUE PASSION FOR LEARNING AND AN ABILITY TO
DEVELOP THE ACADEMIC AND SOCIAL COMPETENCIES NEEDED FOR A HIGHLY SUCCESSFUL FUTURE.

October 7, 2022

Evan Ikemoto
2988 Aberdeen Lane
El Dorado Hills, CA 95767

Dear Evan,

Green Valley Elementary School would like to take this opportunity to thank you for choosing Green Valley School to benefit from your Eagle Project. We appreciate all of your hard work in securing our garden with new fencing and the planting of one of the beds. We also appreciate the additional \$329 donation to be used for additional garden supplies to support our school garden. We are grateful for your commitment to our school and community. Our students reap the rewards of your generosity each time they enter our school garden.

With much appreciation,

Michelle Winberg
Principal