

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

# **BOARD OF TRUSTEES REGULAR MEETING MINUTES**

Tuesday, June 27, 2023 - 6:30 p.m. Open Session Rescue District Office Board Room

The Public's health and well-being are the top priority for the Board of Trustees of the Rescue Union School District and 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: <u>http://www.rescueusd.org/School-Board/Agendas–Minutes/index.html</u>

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

# **ROLL CALL:**

- ✓ Michael Gordon, President
- ✓ Kim White, Vice President
- ✓ Michelle Bebout, Clerk
- ✓ Jamie Hunter, Member Michael Flaherty
- ✓ 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 Boardroom at 6:35 p.m. Welcome - The Board vice president provided an introduction to Board meeting proceedings. Flag Salute - Board vice president led the flag salute.

1. Adoption of Agenda(Consideration for Action)Trustee White moved and Trustee Bebout seconded to adopt the agenda as presented. Motion passed 4-0.

## **REPORTS AND COMMUNICATION:**

Report from Closed Session - Board president reported no action taken in closed session.

Superintendent's Report - The Superintendent presented a report on Bright Spots happening within the district, including student excitement at the RUSD summer school program at Lake Forest, from small group engagement to fun outside activities. A recent STEM event went very well and many students participated across grade and age levels. Faculty and staff were praised for efforts and results in running a successful program. The Superintendent also remarked on the strength of staff across the district, naming longtime district employee and current dispatcher and bus driver, Charlene Feigles, who was awarded at a dinner for all county Transportation Departments. Charlene has driven safely for twenty years with no accidents. There were no public comments.

# **GENERAL:**

2. <u>Local Control Accountability Plan (LCAP)</u> (Consideration for Action) The Superintendent recommended approval of the 2023-2024 Local Control Accountability Plan (LCAP) pursuant to the LCAP presentation and the public hearing held at the June 13, 2023 Regular Board Meeting. There were no public comments.

Trustee White moved and Trustee Hunter seconded to approve the 2023-2024 LCAP. Motion passed 4-0.

# 3. RUFT Tentative Agreement

The Superintendent recommended the Board approve the Tentative Agreement and School District Public Disclosure of the Negotiated Agreement – AB1200 Compliance for Certificated Staff. There were no public comments.

(Consideration for Action)

Trustee Bebout moved and Trustee White seconded to approve the Tentative Agreement and School District Public Disclosure of the Negotiated Agreement-AB1200 Compliance for Certificated Staff. Motion passed 4-0.

# **CURRICULUM AND INSTRUCTION:**

4. <u>California School Dashboard Local Indicators</u> (Information Only) The Superintendent recommended the Board receive an informational report on the California School Dashboard Local Indicators. The Assistant Superintendent of Curriculum and Instruction provided an overview of the RUSD Local Indicators for the 2022-2023 school year, with updates on LCFF state priorities such as academic standards implementation, use of the Facilities Inspection Tool (FIT) for building and grounds upkeep or repair, and school climates assessment outcomes throughout the district. There were no public comments.

# **BUSINESS AND FACILITIES:**

# 5. 2023-2024 Budget

The Superintendent recommended approval and adoption of the 2023-2024 Budget pursuant to the presentation and public hearing held at the June 13, 2023 Regular Board meeting.

There were no public comments.

Trustee White moved and Trustee Hunter seconded to adopt the 2023-2024 budget. Motion passed 4-0.

6. <u>Statement of Reasons for Assigned and Unassigned Reserves Above the State Recommended Minimum Level</u> (Consideration for Action) The Superintendent recommended approval of the Statement of Reasons for Assigned and Unassigned Reserves Above the State Recommended Minimum Level. Per Education Code Section 42127(a)(2)(B) school districts are required to include this statement with the presentation of the budget. There were no public comments.

Trustee White moved and Trustee Bebout seconded to approve the Statement of Reasons for Assigned and Unassigned Reserves Above the State Recommended Minimum Level. Motion passed 4-0.

7. Education Protection Account (EPA) Funds 2022-2023 and 2023-2024 (Consideration for Action)
Revenues from Proposition 30 and subsequently Proposition 55, The Schools and Local Public Safety
Protection Act are deposited into a state account called Education Protection Account (EPA). Propositions 30 and 55 require that the use of EPA funds be determined by the governing Board.
There were no public comments.

Trustee Bebout moved and Trustee White seconded to approve the Education Protection Account (EPA) Funds for 2022-2023 and 2023-2024. Motion passed 4-0.

8. <u>Resolution #23-02 Designate General Funds as Committed Fund Balance</u> (Consideration for Action) The Governmental Accounting Standards Board (GASB) issued Standard 54, changed the requirements for how fund balances are displayed. The Superintendent recommended the Board of Trustees approve Resolution #23-02 to designate General Funds as committed fund balance.

There were no public comments.

Trustee White moved and Trustee Bebout seconded to approve Resolution #23-02 to designate General Funds as committed fund balance. Motion passed 4-0.

(Consideration for Action)

## 9. Green Valley Construction Project

(Consideration for Action)

The Superintendent recommended the Board hear a presentation and consider action to approve the Green Valley Construction Project contract with Carter-Kelly Inc. The bid was approved by the Board at the June 13, 2023 Regular Board meeting.

There were no public comments.

Trustee White moved and Trustee Bebout seconded to approve the Green Valley Construction Project contract with Carter-Kelly Inc. Motion passed 4-0.

## **CONSENT AGENDA:**

All matters listed under Consent Agenda are considered to be routine or sufficiently supported by prior or accompanying reference materials and information as to not require additional discussion. A motion as referenced below will enact all items.

The Board President called for public comment on any of the items on the consent agenda. There were no public comments. Trustee White moved and Trustee Bebout seconded to approve the Consent Agenda with the exception of item 10, due to Trustee Hunter's absence on June 13, 2023, at the previous Board Meeting. Motion to approve items 11-13 passed 4-0. Trustee Bebout then moved and Trustee White seconded to approve item 10. Motion passed 3-0, with an abstention from Trustee Hunter.

10. Board Meeting Minutes - Minutes of the June 13, 2023 Regular Board Meeting (Materials provided)

**11.** Human Resources-the District's long-range goal is to recruit a diverse, high quality staff with student focused goals and philosophies. Periodically, changes in staffing occur due to need for additional positions, resignations, or leaves of absence. All positions listed are within current budget allocations (Materials provided)

**12.** White Paper Response #1/Lakeside Estates Townhomes - AB181 Department of Real Estate Subdivision "White Paper" Response and Student Yield Impact analysis of Lakeside Estates Townhomes. The District has established a .271 student yield factor per single-family unit. Accordingly, staff estimates the District can expect there will be 3.25 students generated from this subdivision. (Materials provided)

**13.** White Paper Response #2/Vineyards at El Dorado Hills-Hill View Estates - AB181 Department of Real Estate Subdivision "White Paper" Response and Student Yield Impact analysis of Hill View Estates. The District has established a .271 student yield factor per single-family unit. Accordingly, staff estimates the District can expect there will be 11.38 students generated from this subdivision. (Materials provided)

# **ADJOURNMENT:**

Trustee White moved to adjourn the meeting at 8:05 p.m.

#### **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 on the agenda.

Name	Personnel Action	Position FTE	Position	School or Dept.	Effective Date
Bruno, Angela	Employment, Temp	.20	Teacher	Jackson	8/7/2023
Burke, Debra	Employment, Temp	1.0	Teacher	Green Valley/Jackson	8/7/2023
Degradi, Sandra	Employment, Temp	1.0	Teacher	Marina Village	8/7/2023
Dutton, Kelly	Employment, Temp	1.0	Teacher	Jackson	8/7/2023
Rubow, Kristin	Employment, Temp	1.0	Teacher	Jackson	8/7/2023
Freer, Jerilyn	Employment	1.0	Teacher	Marina Village	8/7/2023
Gugin, Madalyn	Employment	1.0	Teacher	Lake Forest	8/7/2023
Lawless, Julia	Employment	1.0	Teacher	Lake Forest	8/7/2023
McKay, Jennifer	Employment	1.0	Teacher	Pleasant Grove	8/7/2023
McLean-Morris, Heather	Employment	1.0	Teacher	Pleasant Grove	8/7/2023
Owen, Kylie	Employment	1.0	Teacher	Rescue	8/7/2023
Stockwell, Katherine	Employment	1.0	Teacher	Jackson	8/7/2023
Warner, Todd	Employment	1.0	Teacher	Pleasant Grove	8/7/2023
Wetmore, Richard	Resignation	1.0	Teacher	Rescue	8/1/2023

#### **FISCAL IMPACT:**

Fiscal impact will be reflected in the 2023-2024 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.

#### **AGENDA:** Certificated Administrative Personnel

#### **RECOMMENDATION:**

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

#### **BACKGROUND:**

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

#### **STATUS:**

The following administrative personnel changes are listed on the agenda.

Name	Personnel Action	FT E	Position	School or Dept.	Effective Date
Mangino, Anna	Employment	1.0	Psychologist	Lake Forest	7/1/2023
Thomas, Julia	Employment	1.0	Psychologist	Marina Village	7/1/2023
Lawson, Jennifer	Employment	1.0	Coordinator of MTSS/Special Programs	District Office	7/1/2023

#### FISCAL IMPACT:

Fiscal impact will be reflected in the 2023-2024 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.

#### **AGENDA ITEM:** Classified Personnel

## **RECOMMENDATION:**

The Superintendent recommends the Board approve the following personnel actions.

## **BACKGROUND:**

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

## **STATUS:**

The following classified personnel changes are listed on the agenda:

Name	Personnel Action	Position FTE	Position	School or Dept.	Effective Date
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Hantzis, Lori	40% Unpaid LOA	.3750	Yard Supervisor	Pleasant Grove	8/9/2023
Buenrosto, Cindy	Employment	1.0	Middle School Secretary	Pleasant Grove	7/19/2023
Compton, Ashley	Employment	.1875	Yard Supervisor	Green Valley	8/9/2023
Compton, Ashley	Employment	.1924	Instructional Assistant - Intervention	Green Valley	8/29/2023
Moore, Cynthia	Employment	.4375	Instructional Assistant – Gen Ed	Jackson	8/8/2023
Morgenstern, Lori	Employment	.4375	Instructional Assistant – TK	Jackson	8/8/2023
Patterson, Jodie	Employment	.1904	Instructional Assistant - Intervention	Jackson	9/1/2023
Gustafson, Dylan	Promotion	1.0	Lead Custodian	Pleasant Grove	7/3/2023
Kinney, Victoria	Promotion	1.0	Library Media Coordinator	Rescue	7/21/2023
Carpenter, Stacey	Resignation	.75	II Facilitator	Lakeview	5/26/2023
Compton, Ashley	Resignation	.3750	Yard Supervisor	Green Valley	5/26/2023
Gustafson, Dylan	Resignation	.375	Custodian	Lakeview	6/30/2023
Gustafson, Dylan	Resignation	.375	Custodian	Jackson	6/30/2023
Kinney, Victoria	Resignation	.75	II Facilitator	Rescue	5/26/2023
Perkins, Victoria	Resignation	.25	Instructional Assistant – Kindergarten	Jackson	5/26/2023
Perkins, Victoria	Resignation	.1250	Yard Supervisor	Jackson	5/26/2023
Perrin, Erica	Resignation	.75	II Facilitator	Pleasant Grove	5/26/2023
Suske, Annette	Resignation	.75	Instructional Assistant – SHC	Lake Forest	5/26/2023
Talbot, Christina	Resignation	.75	II Facilitator	Lake Forest	5/26/2023
Yoo, Tammy	Resignation	.4375	Food Service Worker	Lake Forest	5/26/2023
Anderson, Kortnie	Unpaid LOA	.3750	Student Services Secretary	Marina Village	8/9/2023

## **FISCAL IMPACT:**

Fiscal impact will be reflected in the 2023-2024 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.

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Pursuant to El Dorado County Office of Education policy, the El porado County Superintendent of Schools is Date hereby authorized and directed to issue individual とい warrants to the payees named hereon. District Designee

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:17 PAGE 5	EE ES E-Term E-ExtRef Liq Amt Net Amount	16,416.76	16,416.76	16,416.76	16,416.76	÷
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Pursuant to Rescue Union School District Policy, the El Dorado County Superintendent of Schools is hereby authorized and directed to issue individual warrants to the payeesynamed herean

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5 Pursuant to Rescue Union Sehaal District Policy, the El Darado County Superintendent of Schools is hereby authorized and directed to issue, individual warrants to the payees named hereon Data DistrickDesignee 31

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015 RESCUE UNION SCHOOL DISTRICT BATCH 0074 06 26 2023 LQ	Vendor/Addr Remit name Req Reference Date	100001/00 VERIZON WIRELESS P 0 BOX 660108 DALLAS, TX 75266-0108	00 06/23				Number of checks to be printed: Number of zero dollar checks:
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Pursuant to Rescue Union School District Policy, the El Dorado County Superintendent of Schools is hereby authorized and directed to issue individual warrants to the payees famed hereon 5

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

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PAGE 6	EE ES E-Term E-ExtRef Liq Amt Net Amount		52.82 32.82	85,127.66	85,127.66	85,127.66	85,127.66	er S
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ACCOUNTS PAYABLE PRELIST APY500 L.00.21 07/10/23 15:40 PAGE BATCH: 0076 0076 06_30_2023 LQ (07/11) << Held for Audit >>	Tax ID num Deposit type ABA num Account num FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH T9MPS		235309 P0-230301 06/24/2023 9938096375 MAY 25 - JUN 24 1 01-0000-0-5901-0000-7600-081-0000-00-000 NN F TOTAL PAYMENT AMOUNT 32.82 *	TOTAL BATCH PAYMENT	TOTAL DISTRICT PAYMENT	TOTAL FOR ALL DISTRICTS:	24, not counting voids due to stub overflows.	
<b>19</b> 4090			375 MAY 2					10
015 RESCUE UNION SCHOOL DISTRICT 0076 06 70 2023 LQ (07/11)	Vendor/Addr Remit name Req Reference Date Description	100001/00 VERIZON WIRELESS P O BOX 660108 DALLAS, TX 75266-0108	235309 PO-230301 06/24/2023 9938090				Number of checks to be printed:	

Rursugnt ta Research Union Scheal Bistrict Policy, the El Darada County Superintendent of Schools is hereby authorized and alreated to Jesue individual warrants to the payees, named hereon Date Ś District Designee

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015 RESCUE UNION SCHOOL DISTRICT 0077 06 30 2023 Lg (07/12)	Vendor/Addr Remit name Req Reference Date Descript			Number of checks to be printed: Number of zero dollar checks:

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

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 payeos named hereon De Be 7 5 District Designee 7

PAGE 14	ES E-Term E-ExtRef Liq Amt Net Amount	00 <sup>*</sup> 0		00*0	0.00	40,320.26	40,320.26	40,320.26	40,320.26
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ACCOUNTS PAYABLE PRELIST BATCH: 0078 0078 06_30_2023 Lg (7/18)	Tax ID num Deposit type ABA num Account num FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH T9MPS	1 01-0842-0-4360-0000-3600-083-0000-00-000 NN TOTAL PAYMENT AMOUNT	14	1 01-0000-0-5806-0000-8210-084-0000-00-000 NN C TOTAL PAYMENT AMOUNT 0.00 *	1 01-0842-0-4360-0000-3600-083-0000-00-000 NN TOTAL PAYMENT AMOUNT 0.000*3600-000 *	TOTAL BATCH PAYMENT	TOTAL DISTRICT PAYMENT	TOTAL FOR ALL DISTRICTS:	not counting voids due to stub overflows. will be printed.
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015 RESCUE UNION SCHOOL DISTRICT 0078 06 30 2023 LQ (07_18)	– – Vendor/Addr Remit name Req Reference Date [	100054/00 VINTAGE TRANSPORT INC & LINE-X OF PLACERVILLE 161 FAIR LANE PLACERVILLE, CA 95667 235164 PO-230146 06/30/2023 EOY	106393/00 WASTE CONNECTIONS OF CA INC DBA EL DORADO DISPOSAL 4100 THROWITA WAY PLACERVILLE CA 95667	235113 P0-230097 06/30/2023 E0Y	001293/00 ZEP SALES & SERVICE FILE 50188 LOS ANGELES, CA 90074-0188 235165 P0-230147 06/30/2023 EOY				Number of checks to be printed: Number of zero dollar checks:

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015 RESCUE UNION SCHOOL DISTRICT BATCH 079 06_30_2023 L0 07_19	Vendor/Addr Remit name Req Reference Date	102582/00	235883 P0-230869 06/30/2023 E0Y	106701/00	235897 P0-230883 06/30/2023 E0Y	005634/00	235654 P0 235655 P0				Number Number	

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OUNTS PAYABLE F 0080 0080 06_30	Deposit type FD RESC Y		1 01-0000-0 TOTAL PAYMENT AMOUNT		1 01-0000-0 TOTAL PAYMENT AMOUNT	TOTAL BATCH PAYMENT	TOTAL DISTRICT PAYMENT	TOTAL FOR ALL DISTRICTS:	0, not counting voids due to stub overflows. 2, will be printed.
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. DISTRICT 7/27)		040 80217-3940	/2023 EOY	kence Lake Road 95672	/2023 EOY				be printed: r checks:
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015 RESCUE UNION SCHOOL DISTRICT 0080 06_30_2023 Lg (07/27)	Vendor/Addr Remit name Req Reference Date	103386/00 FERRELLC PO BOX 1 DENVER,	235281 P0-230277 06/30/2023 E0Y	106543/00	235449 P0-2				Number of Number of

Pursuant to Rescue Union Scheel District Pelicy, the El Baratelo Ceunty Superintendent of Schools is hereby authorized and directed to issue individual warrants to the payees,named hereon District Designee Date

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ACCOUNTS PAYABLE PRELIST BATCH: 0001 07_03_2023	Tax ID num Deposit type FD RESC Y OBJT		01-0000-0-9586- 01-0000-0-9587- 01-0000-0-9586- 01-0000-0-9586- 01-0000-0-9587- TOTAL PAYMENT AMOUNT		L PAYMENT		PAYMENT	TOTAL BATCH PAYMENT	TOTAL DISTRICT PAYMENT	TOTAL FOR ALL DISTRICTS:	کرد , not counting voids due to stub overflows.
015 RESCUE UNION SCHOOL DISTRICT J92142 0001 07_03_2023 LQ	Vendor/Addr Remit name Req Reference Date Description	016860/00 CALIFORNIA'S VALUED TRUST P 0 BOX 26300 FRESNO, CA 93729-6300	PV-240003 07/01/2023 DENTAL JULY 2023 PV-240003 07/01/2023 VISION JULY 2023 PV-240003 07/01/2023 DENTAL ADJ JULY PV-240003 07/01/2023 VISION ADJ JULY	103072/00 COSTCO MEMBERSHIP PO BOX 34783 SEATTLE, WA 98124-1783	PV-240002 07/01/2023 MBR000111778687465 23/24 TOTA	102369/00 ENTEK CONSULTING GROUP INC 4200 ROCKLIN ROAD STE 7 ROCKLIN, CA 95677	PV-240001 07/01/2023 23/0262 PRE-DEMO HAZMAT GV TOTAL				80 Number of checks to be printed: 3, not

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 0 2

Date

District Designee

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	PAGE 10	m E-ExtRef Net Amount	5	41,927.00 41,927.00		175.76 109.35 285.11		51.96 51.96		61.84 61.84	329,479.60	329,479.60	329,479.60	329,479.60	
	7/20/23 17:53 t >>	EE ES E-Term Liq Amt N		41,927.00		175.76 109.35		51.96			0.00	0.00	0.00		
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×	ACCOUNTS PAYABLE PRELIST BATCH: 0002 0002 07_24_2023 LQ	Tax ID num Deposit type AI FD RESC Y OBJT GOAL		1 01-8150-0-5610-0000-8110-085-0000-00-00-000 NN TOTAL PAYMENT AMOUNT 41,927.00 *	Υ.	1 01-0000-0-5806-0000-8210-084-0000-00-000 1 01-0000-0-5806-0000-8210-084-0000-00-000 TOTAL PAYMENT AMOUNT 285.11 *		1 01-8150-0-4300-0000-8110-085-0000-00-000 NN 51.96 *		CK 90536476 MWILLIAMS 01-0000-0-9598-0000-000-000-000-00-000 NN TOTAL PAYMENT AMOUNT 61.84 *	TOTAL BATCH PAYMENT	TOTAL DISTRICT PAYMENT	TOTAL FOR ALL DISTRICTS:	$\eta$ , not counting voids due to stub overflows.	
77	015 RESCUE ONION SCHOOL DISTRICT J97643 0002 07_27_2023 LQ	.5	101546/00 VICINI INC, JOE PO BOX 206 PLACERVILLE, CA 95667	245074 P0-240057 07/01/2023 29291	106393/00 WASTE CONNECTIONS OF CA INC DBA EL DORADO DISPOSAL 4100 THROWITA WAY PLACERVILLE, CA 95667	245248 PO-240210 07/10/2023 01-01395138 245248 PO-240210 07/10/2023 01-01395306	105374/00 WAYNES LOCKSMITH INC 669 PLACERVILLE DRIVE PLACERVILLE, CA 95667	245315 PO-240223 07/06/2023 i10624	106740/00 WILLIAMS, MARA 461 SEDGE CT EL DORADO HILLS, CA 95762	PV-240011 07/20/2023 REP LOST CK 90			а Ф	Number of checks to be printed: $47$ , n	

Rursugat to Rescue Union School District Policy, the El Dorgde County Superintendent of Schools is hereby autherized and directed to issue individual warrants to the payeer named hereon

C Date 5 Dishier Designee

01 GENERAL FUND

#	•.O.# VENDOR NAME	DESCRIPTION	AMOUNT	AMOUNT SITE NAMES
230903 230901 230801 230896 230895 230895 230895 230895	EL DORADO COUNTY KEVA PLANKS LEGO EDUCATION SKIP'S MUSIC INC TC LANDSCAPE CONSTRUCTION AND UNIVERSITY OF CALIF BERKELEY WILSONS ASPHALT INC WILSONS ASPHALT INC	LK Settlement LK Settlement SUPPLEMENTAL C PA Sys - Gen D Rescue - New A SUMMER RISE - Seal asphalt R - Tricycle T	53,000.00 7,302.12 16,666.79 36,580.00 1,570.00 2,250.00	Student Support Services DISTRICTWIDE SERVICES DISTRICTWIDE SERVICES Pleasant Grove Middle School Maintenance DISTRICTWIDE SERVICES Jackson School Maintenance
		TOTAL FUND	119,021.09	

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P.O. BOARD REPORT

J11444 POX600 L.00.00 07/31/23 PAGE 2 CUTOFF DATES: 06/01/2023 T0 06/30/2023

35 SCHOOL FACILITIES FUND

AMOUNT SITE NAMES	Maintenance Maintenance		
AMOUNT	34,993.89 35,847.00	70,840.89	189,861.98
DESCRIPTION	PG - New Gym Flooring 34,993.89 Maintenance MS PG - New Roof for Gym 35,847.00 Maintenance	TOTAL FUND	TOTAL DISTRICT
P.O.# VENDOR NAME	KYA SERVICES LLC MOUNTAIN ROOFING SYSTE		
P-0-	230897 230898		

P.O. BOARD REPORT FUND TOTALS RECAP

FUND			
AMOUNT	119,021.09	70,840.89	189,861.98
	GENERAL FUND	SCHOOL FACILITIES FUND	TOTAL DISTRICT
FUND	01	35	

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P.O. BOARD REPORT

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
	49ER LIVE SCAN AND NOTARY 4R HEARING CENTER LCC	OPEN PO - FINGERPRINTING 23/24 Annual Hearing Screening	1,400.00 7,500.00	DISTRICTWIDE SERVICES Student Support Services
240143 240143 240144	A C TOWING & LANSPORT A-Z BUS SALES INC ABE ARENS BROTHERS		8,000.00 3,000.00	Transportation Transportation Transportation
240145 240136	ABSOLUTE AUTO GLASS ACCO ENGINEERED SYSTEMS INC	ROOFTOP HVAC REPLACEMENT	500.00 101,395.00	Transportation DISTRICTWIDE SERVICES
240245 240146	ACER LANDSCAPE MATERIALS INC ADCO DRIVELINE & CUST. EXHAUST		4,000.00	Operations Transportation
240142 240247	ADM SCREENING ADVANCED INTEGRATED PEST MNGMT		7,000.00	Transportation Maintenance
240313 240147	AERIES SOFTWARE AFFORDA-TEST	Renewal: 8/1/23 - 7/31/24	14,080.00 400.00	DISTRICTWIDE SERVICES Transportation
240028	AG IN THE CLASSROOM EDC	3rd grade FT	370.00 10 000 00	Rescue School Maintenance
240148			500.00	Transportation
240257	ALL AMERICAN MECHANICAL INC		3,000.00	Maintenance
240149		1st GRADE ONSITE FIELD TRIP	880.00	Iransportation Rescue School
240027	TAL SERVICES	supplies	5,000.00	Rescue School
240035		Open PO for Supplies Open Do for 2023-2024	3,000-00	Lake Forest School Jackson School
240044	CAPITAL SERVICES	Open PO for Supplies 2022-2023	2,500.00	Green Valley School
240049	CAPITAL SERVICES	Open PO for Library	250.00 7 200.00	Green Valley School
240052	AMAZON CAPITAL SERVICES INC AMAZON CAPITAL SERVICES INC	Open PO for Lakevie Elementary Rehavioral Sumplies	2, 000-00	Lakeview Student Support Services
240068	CAPITAL SERVICES	Nursing Supplies	1,000.00	
240069	CAPITAL SERVICES	OT Supplies	1,000.00	Support
240070	SERVICES	RSP Teacher Classroom Supplies SDC Teacher Placeroom Supplies	1,650.00	Student Support Services Student Support Services
240072	CAPITAL	SPED Office Supplies. Items	2,000.00	Support
240073	CAPITAL SERVICES	SPED Student AT & Accessories	1,608.75	Student Support Services
240109	CAPITAL SERVICES I	Trial-Pencils for Little Hands	20.33	DISTRICTWIDE SERVICES
240120	CAPITAL	UU UFFICE SUPPLIES 23-24	3.000.00	UISIRICIWIUE SERVICES Transportation
240258	CAPITAL SERVICES I	-	10,000.00	Maintenance
240283	CAPITAL SERVICES	Custodial Use - Jackson 22/2/ Occurro	1,000.00	Operations Maring Village School
240317	AMAZON CAPITAL SERVICES INC AMAZON CAPITAL SERVICES INC	23/24 Upen PU ASB club open PO for 23/24	4,000.00	Marina Village School Marina Village School
240318	CAPITAL SERVICES I	Open PO for 23/24 WEB supplies	300.00	School
240519	AMAZON CAPITAL SERVICES INC AMAZON CAPITAL SERVICES INC	23/24 Upen PU tor PG AVIN onen DN 23/24 PG	1 000-00	Pleasant Grove Middle School Dleasant Grove Middle School
240323	CAPITAL SERVICES	Donation AVID open PO- 23/24	2,500.00	Grove Middle
240328	PITAL	Amazon open PO-Library 2+h grada fiald trin	00.002	Lake Forest School Rescue School
240074	ICAN RIVER SPEECH	AAC Assessments/Services	8,580.00	Student Support Services
240075 240045	APPLE COMPUTER INC ARNOLD'S FOR AWARDS	SPED Student AI - iPads & Apps Top Readers Perpetual - update	10,000.00 91.16	Student Support Services Green Valley School
240332	S FOR AWARD	Staff Name Plates Staff Name Plates	501.39 23 879 00	Lake Forest School Maintenance
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01	GENERAL FUND			
P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
240097 240097 240098 240102 240103 240103 240103	BENCHMARK EDUCATION CO. LLC BENCHMARK EDUCATION CO. LLC	LV - TakeHome Decodables J - TakeHome Decodables R - TakeHome Decodables GV - TakeHome Decodables LF - TakeHome Decodables LF - TakeHome Decodables Water Delivery Service	144.79 999.03 434.36 568.91 810.81 14,000.00	DISTRICTWIDE SERVICES DISTRICTWIDE SERVICES DISTRICTWIDE SERVICES DISTRICTWIDE SERVICES DISTRICTWIDE SERVICES DPETATIONS
240153 240153 240325 240259 240259	BLG U TIKES BLISS POWER AND LAWN EQUIP BRAINARD, RUSSELL JAMES BRIGHTLY SOFTWARE INC BLISUEST I L	Wrestling Apparel	8,100.00 8,100.00	Iransportation Transportation Pleasant Grove Middle School Maintenance
240310 240060 240260 240141	BZ SERVICE STATION CALSTRS/ JEM RESOURCE CAMERADO GLASS CAMERON PARK AUTOMOTIV	OPEN PO 23/24 403b ADMIN	2,000.00 2,000.00 500.00	Transportation DISTRICTWIDE SERVICES Maintenance Transportation
240152 240155	CAPITOL CLUTCH AND BRAKE INC CARNAHAN ELECTRIC LTD CARNAWAN ELECTRIC LTD	DO Generator Service	8,000.00 500.00	Transportation
240138 240138 240139 240139	CATAPULT K12 CATAPULT K12 CATAPULT K12 CCHAT CENTER-SACRAMENTO	ζ τ Ξ	6,989.04 6,989.04 6,415.20 30,000.00	Maintenance DISTRICTWIDE SERVICES DISTRICTWIDE SERVICES Student Support Services
240156 240156 240262	CINTAS CORPORATION CIVIC PERMITS INC		2,500.00 2,093.00	UISIKILUMUE SEKVILES Transportation Maintenance
240157 240157 240124 240159	CRUSADER FENCE CO LLC CUMMINS PACIFIC LLC CUSTOMINK PAINTING INC	rence Panel Kepaır - MV WEB leader t-shirts, T.Merrill	2,500.00 1,247.32	Maintenance Transportation Marina Village School Transortation
240249 240286 240311 240311 240287 240160	DECKER EQUIPMENT DEFENDABLE ROOTER & PL DEPENDABLE ROOTER & PL DIAMOD PACIFIC DIAMOD PACIFIC	Jackson - new water line/backf	500.00 6,000.00 11,770.00 1,000.00 3,000.00	Maintenance Maintenance Maintenance Maintenance Transnortarion
240335 240134 240134	DISCOUNTMUGS.COM DOCUMENT TRACKING SERV	DOCUMENT TRACKING SERVICES	295 70 1,704 00 3,000 00	Marina Village School DISTRICTWIDE SERVICES
240094 240094 240061 240078 240078	E3 DIAGNOSTICS INC E3 DIAGNOSTICS INC EATON INTERPETING SVCS INC. EL DORADO COUNTY EL DORADO COUNTY	Annual Audiometer Calibration INTERPRETING SERVICES County Aide Billing	200,000.00 200,000.00	Maintenance Student Support Services DISTRICTWIDE SERVICES Student Support Services Transportation
240205 240158 240158 240289 240251 240251 240253	EL DORADO EL DORADO EL DORADO EL DORADO EL DORADO EL DORADO FI DORADO	Rescue/FMOT Trash Green Valley Trash Jackson Trash	487.00 1,240.00 20,000.00 10,500.00	Transportation Transportation Maintenance Operations Operations
240254 240255 240276 240277 240277 240277	EL DORADO EL DORADO EL DORADO EL DORADO EL DORADO EL DORADO	Marina Village Trash Pleasant Grove Trash Lake View Trash Lake Forest Trash	14,000.00 12,000.00 12,000.00 7,000.00	Operations Operations Operations Operations Maintenance

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P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
240235 240237 240237 240238 240243 240243 240243 240243 240244 240244 240244 240243 240215 240215 240215 240215 240215 240215 240215 240215 240215 240215 240215 240215 240215 240215 240215 240215 240215 240215 240215 240281 240281 240283 240215 240281 240283 24	EL DORADO IRRIGATION DISTRICT EL DORADO PRESS EL DORADO PRESS EL DORADO PRESS EL DORADO PRESS EL DORADO PRESS EL DORADO PRESS EL DORADO PRESS IL DORADO PRESS EL DORADO PRESS EL DORADO PRESS EL DORADO PRESS IL DORADO PRESS EL DORADO PRESS IL DORADO PRESS EL DORADO PRESS IL DORADO PRESS EL DORADO PRESS IL DORADO PRESS FERRELLGA	Marina Village 1 Marina Village 2 Pleasant Grove 1 Green Valley Brescue Pleasant Grove 2 Lake View 1 Lake View 2 Lake View 2 Lake View 2 Lake View 2 Lake View 2 Lake View 2 Lake Forest Reflex Math renewal -elem schs Transportation Pleasant Grove Rescue Green Valley KidWind for 6th science Rescue Green Valley KidWind for 6th science Rescue Green Valley KidWind for 6th science Replenish Library Books KINDER FIELD TRIP AAC Assessments & Services Open PO for PE/Playground Equi Physical Therapy Services Legal Fees 2023-2024 GPV Winter Gold Conf. 2023 Facilities/OP Green Valley Lakeview Lakeview Lakeview Lakeview Lakeview Lakeview Lakeview Lakeview Lakeview Lakeview Lakeview Lakeview	74775757576 747775757 747775757 7477757 7477757 7477757 7477757 7477757 7477757 7477577 747757 7475777 7477577 7477577 7477577 747757777 747757777 747757777777777	Operations Operations Operations Operations Operations Operations Operations Operations Operations Transportation Maintenance Maintenance Transportation Maintenance Transportation DISTRICTWIDE SERVICES Transportation Maintenance Transportation DISTRICTWIDE SERVICES Transportation DISTRICTWIDE SERVICES Transportation DISTRICTWIDE SERVICES Transportation DISTRICTWIDE SERVICES Transportation DISTRICTWIDE SERVICES Transportation DISTRICTWIDE SERVICES Transportation Districtenance Transportation Distriction Deprations Student Support Services Student Support Services Deprations Operations Operations Operations Operations Operations Operations Operations Operations Operations Operations Operations Operations Operations Operations Operations Operations
240180 240216	HOLT OF CALIFOKNIA HOME DEPOT CREDIT SERVICES		25,000.00	I ransportation Maintenance

P.O. BOARD REPORT

FUND	
GENERAL	

01	GENERAL FUND			
P.O.4	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
240304 240101 240181			1,500.00 269.54 70,000.00	Operations DISTRICTWIDE SERVICES Transportation
240182 240182 240297	HURON CONSULTING SERVICES LLC ID WHOLESALER LLC IMPERIAL SPRINKLER SUPPLY INC	PROFESSIONAL DEVELOPMENT- RUSD	40,000.00 875.00 2,000.00	DISTRICTWIDE SERVICES Transportation Operations
240105 240330 240330	IMPERIAL SUPPLIES LLC INFINITY COMMUNICATIONS & INTERSTATE RATTERIES DE	Erate Consulting	3,150.00	Iransportation DISTRICTATIO Transortation
	INTL ACAD OF SCIENCE (Acellus) IXL.COM	LTIS LICENSES IXL Math/ELA- elem & Math- mid	10,000.00 36,075.00	DISTRICTWIDE SERVICES DISTRICTWIDE SERVICES DISTRICTWIDE SERVICES
	JON LYONS TRUCK REPAIR JORGENSEN CO (SOLON FIRE) INCE/S TPEE SEBVICE		500.00 1,000.00	Transportation Transportation
	JUNIOR LIBRARY GUILD KIMBALL MIDWEST	Subscription & \$5 sale	700.00	reministration Green Valley School Trensportation
240220 240056	L & H AIRCO SERVICE LANGUAGE LINE SERVICES INC	INTERPRETING SERVICES	5,000.00 1,000.00	
	LEARNING A-Z LEARNING WITHOUT TEARS		6,860.00 3,707.55	
	LEARNING WITHOUT TEARS LEARNING WITHOUT TEARS	LF 2023/2024 LWT materials LV 2023/2024 HWT materials	3, 333.33 1, 619.09	шш
	LEARNING WITHOUT TEARS LEARNING WITHOUT TEARS	R 2025/2024 HWT materials GV - 2023/2024 HWT materials	2,785.98 627.34 500.00	DISTRICTWIDE SERVICES DISTRICTWIDE SERVICES
	HEE'S FEED & WESTERN STURE MACGILL & CO.	District Nursing Supplies	1,544.36	support
240083 240122	MACGILL & CO. MCGRAW-HILL EDUCATION	Nursing Supplies TK PreDecods - LF, LV, 2R	2,500.00 1,226.63	Student Support Services DISTRICTWIDE SERVICES :
	MOTION & FLOW CONTROL PRODUCTS MOUNTAIN DEMOCRAT	ADVERT.	2,000.00 1,000.00	Transportation DISTRICTWIDE SERVICES
	MYSTERY SCIENCE INC NAPA AUTO PARTS	Mystery Science renewal	6,975.00 2,000.00	DISTRICTWIDE SERVICES Transportation
	NAPA AUTO PARTS NASN	NASN Membership Renewal	300.00	Maintenance Student Support Services
240187 240085	NICK'S CUSTOM GOLF CARS NORCAL EMERGENCY MEDICAL TRAIN	CPR Certification	1,000.00	Transportation Student Support Services
240166 240222			1,000.00 1,000.00	Transportation Maintenance
240040 240225	ORIENTAL TRADING COMPANY INC PACIFIC GAS & ELECTRIC COMPANY	Oopen PO for 2023-2024 Rescue	1,000.00 128.000.00	Jackson School Operations
240226	PACIFIC GAS & ELECTRIC COMPANY PACIFIC GAS & ELECTRIC COMPANY	Jackson Marina Willard	123,000.00	Operations Operations
240228	PACIFIC GAS & ELECTRIC COMPANY	Pleasant Grove	255,000.00	Operations
240233	PACIFIC GAS & ELECTRIC COMPANY PACIFIC GAS & ELECTRIC COMPANY	Lake View	155,000.00 16,000.00	Uperations Operations
240305	PACIFIC GAS & ELECTRIC CUMPANY PACIFIC GAS & ELECTRIC COMPANY	Lake rorest Green Valley	119, UUU - UU 133, 000, 00	Uperations Operations
240047	PACIFIC LIFI AND EQUIPMENT CU PACIFIC OFFICE AUTOMATION	Annual Contract 2022-2023	250.00	Iransportation Green Valley School
240004	2	Psych. Testing Supplies	220.94	student Support Services

01 GENERAL FUND

P.0.4	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
240167 240167 240167 240167 240008 240167 240167 240167 240172 240172 240173 240172 24	<ul> <li>PATRIDGE COMMERCIAL ALIGNMENTS</li> <li>PEARSON ASSESSMENTS</li> <li>PERSELS ASSOCIATES LLC</li> <li>PERSELS ASSOCIATES LLC</li> <li>PERSELS ASSOCIATES LLC</li> <li>PERSELS ASSOCIATES LLC</li> <li>PLACER LEARNING CENTER</li> <li>PLACERTILE POLARIS INC.</li> <li>PLACERTIC CORPORATION</li> <li>PLACE</li></ul>	T Testing Supplies sych. Testing Supplies T Testing Supplies T Testing Supplies T Testing Supplies T Testing Supplies Sych. Testing Supplies PELLING BEE ENTRY FEE PS Services for R. Di. PS Services for R. Di. PS Services for R. Di. PS Services for R. Di. PS Services for S. M. PELLING BEE ENTRY FEE Sych. Testing Protocols tue Homework Folder PELLING BEE ENTRY FEE Sych. Testing Protocols to for Supplies 2022-2023 PED Office Supplies 23/24 pen PO for Supplies 23/24 pen PO 23/24 tate Posters for 5th grade ccel Reader & Star Reading coll - vocab wkbks ONSULTANT SERVICES PED Office Supplies ONSULTANT SERVICES PED Office Supplies ONSULTANT SERVICES PED Office Supplies ONSULTANT SERVICES PED Office Supplies C-vocab wkbks ONSULTANT SERVICES PED Office Supplies C-vocab wkbks C-vocab wkbks ONSULTANT SERVICES PED Office Supplies C-vocab wkbks C-vocab w	3,000.00         3,000.00           2,196.80         3,200.00           7,000.00         55,000.00           55,000.00         55,000.00           7,000.00         55,000.00           7,000.00         56,000.00           7,000.00         56,000.00           7,000.00         56,000.00           7,000.00         56,000.00           7,000.00         56,000.00           7,000.00         56,000.00           7,000.00         56,000.00           7,000.00         56,000.00           7,000.00         56,000.00           7,000.00         56,000.00           7,000.00         57,000.00           7,000.00         57,000.00	Transportation Student Support Services Student Support Services Student Support Services Student Support Services Transportation Transportation DISTRICTUNDE SERVICES Student Support Services Derations Derations Transportation DisTRICTWIDE SERVICES Transportation Maintenance Maintenance Student Support Services DISTRICTWIDE SERVICES Transportation Maintenance DISTRICTWIDE SERVICES Transportation DISTRICTWIDE SERVICES Transportation DISTRICTWIDE SERVICES DISTRICTWIDE

CUTOFF DATES: 07/01/2023 TO 07/31/2023		AMOUNT SITE NAMES	<pre>168.00 Maintenance 168.00 Maintenance 355.00 Maintenance 7255.00 Maintenance 128.00 Maintenance 128.00 Maintenance 16.00.00 Maintenance 11.00.00 Maintenance 12.00.00 Maintenance 13.00.00 Transportation 13.00.00 Maintenance 13.00.00 Transportation 13.00.00 Maintenance 13.00.00 Maintenance 13.00.00 Transportation 13.00.00 Maintenance 13.00.00 Maintenan</pre>
		AMO	168.00           7,7
		DESCRIPTION	DD/BR FWOT Jackson Jackson Jackson Jackson Bener Valley Pleasant Grove Rescue Marina Village Sth Grade Field Trip Hearing Device Needs & Service Sth Grade Field Trip Hearing Device Needs & Service Sth Grade Field Trip Hearing Device Needs & Service Sth Grade Field Trip Den PO for Supplies 2022-2023 Open PO for Lakeview Do for Lakeview Do for Lakeview Do for Lakeview Do for Lakeview Do for Lakeview Do for Lakeview Donation AVID 23/24 Donation AVID 2000 BACKROUN 23/24 Donation AVID 2
	GENERAL FUND	VENDOR NAME	SIGG SIGG SIGG SIGG SIGG SIGG SIGG SIGG
	01	P.O.#	240265 240265 240265 240265 240265 240265 240265 240273 240188 240188 2401865 2400865

J11445 POX600 L.00.00 07/31/23 PAGE 6 CUTOFF DATES: 07/01/2023 TO 07/31/2023

015 RESCUE UNION SCHOOL DISTRICT

P.O. BOARD REPORT

P.O. BOARD REPORT

01 GENERAL FUND

AMOUNT SITE NAMES	INCDump Runs1,000.00Operations9,000.00Maintenance5,000.00TransportationERVICESPsych. Testing Supplies406.17Sonday System 2 Classroom Kit1,388.89Student Support ServicesNY1,000.00Transportation
AMOUNT S	1,000.00 Operations 9,000.00 Maintenance 3,000.00 Transportat 406.17 Student Sup 1,388.89 Student Sup 1,000.00 Transportat
DESCRIPTION	Dump Runs Psych. Testing Supplies Sonday System 2 Classroom Kit
	WASTE CONNECTIONS OF CA WAYNES LOCKSMITH INC WELLER TRUCK PARTS WESTERN PSYCHOLOGICAL S WINSOR LEARNING INC ZEP MANUFACTURING COMPA
P.O.#	240210 240223 240195 240005 240005 240090 240196

TOTAL FUND 3,263,652.34

# CAFETERIA FUND 13

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P.O.# VENDOR NAME		DESCRIPTION	AMOUNT	SITE NAMES
AMAZON CAPITAL SERVICES INC	CES INC	AMAZON FS OPEN PO	2,000.00	Food Services - Req Entry Food Services - Red Entry
BIG WEST DISTRIBUTION IN	N INC	BIG WEST OPEN PO FS	10,000.00	Services = Red E
CALIFORNIA SCHOOL NL	JTRITION	CSNA DUES FS	70 00	Services = Red E
CHEFS TOYS LLC		CHEFS TOYS OPEN PO FS	2,000.00	Services - Red E
EL DORADO COUNTY		HEALTH PERMITS FS	4,200.00	Services - Red E
EMS LINQ INC		ISITE SOFTWARE FS	747.13	Services - Reg E
FARMER BROS CO		FARMER BROS FS	1,500.00	Services - Red E
FRANCIS DISTRIBUTING		FRANCIS FS	100,000.00	Services - Red E
GOLD STAR FOODS INC		GOLD STAR - SUPPLIES	1,000.00	Services - Red E
GOLD STAR FOODS INC		GOLD STAR - PRODUCE	5,000.00	Services - Red E
GOLD STAR FOODS INC		GOLDSTAR FOOD	650,000.00	Services = Red E
ICEE COMPANY, THE		THE ICEE CO.	2,000.00	Services - Red E
IMPERIAL DADE		P&R PAPER FS	45,000.00	Services - Red E
LUNCHASSIST INC		LUNCH ASSIST	1,050.00	Services - Red E
MISSION UNIFORM & LINEN	NEN SERVIC	MISSION LINEN FS	1,000.00	Services - Red E
PROPACIFIC FRESH		PROPACIFIC FRESH FS	40,000,00	Services - Red E
STAPLES ADVANTAGE		STAPLES FS	3,000.00	Services - Red E
San Mateo-Foster City	y School D	SAN MATEO FOSTER CITY	350.00	ш

874,917.13 TOTAL FUND

015 RESCUE UNION SCHOOL DISTRICT

P.O. BOARD REPORT

35 SCHOOL FACILITIES FUND

AMOUNT SITE NAMES	3,571.43 Maintenance 49,371.90 Maintenance	
AMOUNT	3,571.43 49,371.90	52,943.33
DESCRIPTION AMOUNT SITE NAMES	PG - Gym Floor Repair GV DSA APP#02-120925	TOTAL FUND
P.O.# VENDOR NAME	240204 KYA SERVICES LLC 240307 MARTIN, MICHAEL	

TOTAL DISTRICT 4,191,512.80

015 RE\$	015 RESCUE UNION SCHOOL DISTRICT	P.O. BOARD REPORT FUND TOTALS RECAP	J11445 POX600 L.00.00 07/31/23 PAGE 10 CUTOFF DATES: 07/01/2023 TO 07/31/2023
FUND		AMOUNT	
01	GENERAL FUND	3,263,652.34	
13	CAFETERIA FUND	874,917.13	
35	SCHOOL FACILITIES FUND	52,943.33	
	TOTAL DISTRICT	4,191,512.80	
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### **Quarterly Report on Williams Uniform Complaints**

[Education Code § 35186]

To: Dr. Ed Manansala, Superintendent of Scr	100IS
District: Rescue Union School District	
Person completing this form: Christina	Mason Title: <u>Administrative Assistant</u>
Signature: Christina Mason	
Quarterly Report Submission Date:	□ January 2023
(check one)	🗖 April 2023
	☑ July 2023
	□ October 2023

Date for information to be reported publicly at governing board meeting: Please check the box that applies:

- ☑ No complaints were filed with any EDCOE program sites during the quarter indicated above.
- □ Complaints were filed with any EDCOE program sites 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			

Signature of County Superintendent of Schools August 8, 2023

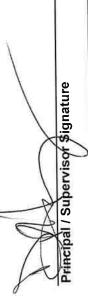
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District Use Only	Schools Type of Disposition:	バマス Board Approval Date:	OVIS Disposition Contact:	Total Estimated Value Estimated Cost Estimated DISTRICT USE ONLY
1	Elementary Schools	(Thurde Picered	All cless ROOMLS	Description Total
School / Department Data	Name of School / Department:	Name / Title of Person to Contact	Building / Room Number Which Fourinment Was Assigned:	Inventory Condition

	Condition	Docorintion	Total	Estimated Value	Estimated Value   Estimated Cost   Estimated	Estimated	DISTRICT USE ONLY	ISE ONLY
Number*	Number* Code		Units	(Per Unit)	of Disposition	<b>Total Price</b>	Asset Number Disposition Code	sposition Code
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Code	Description
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ß	Poor Equipment that is usable but is considerably worn or deteriorated. The remaining utility is limited or literor repairs will be required.
ပ	Unusable, cannot be repaired.

District Use Only

Date: 4 21/23

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Name of	School / Dens	Name of School / Denartment: Rescue Elementary		Type of Disposition:	osition:	*		
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Recised September 1 2002

4/24/2023 Date:

School / Department Data	District Use Only	
Pleasant Grove Middle School / Library	Type of Disposition:	
Name / Title of Person to Contact for Further Info.: Natalie Hadden	Board Approval Date:	
Building / Room: Library/Teachers Equipment Was Assigned: Library	Disposition Contact:	

DISTRICT USE ONLY	Asset Number Disposition Code	「「日本」の「日本」の	家家の設定になった	のないないないないの	文が言語を読むないたい	In the second supervision	「「「「「「「」」」		の時代の時代のない	のないであるとなっている	のないないない	「「「「「「「「「「」」」」」	12711月五十年1月1日	日本の 一日日 日本 一日日	· 在1999年1997年1997年1997年1997年1997年1997年1997	のないのの時間にはいいいです。		加速利息。是在目前	「二」である「国家」である」	のないないないです	のなどのであるという	のないはないないので	なの文理に思いた」で
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Description		Library books	Textbooks / Literature books / TE material	VHS tapes																			
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Code	Description
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U	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	n Scho	ool District quipment			* Date:	4/24/23
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Name of S	Name of School / Department:			Type of Disposition:	:00			
Name / Tit	tie of Persor	Name / Title of Person to Contact Dobbin Should		Board Approval Date:	ate:			
Ior Furme Building / Equipmen	tor Further Information. Building / Room Number Which Equipment Was Assigned:	r Which ed:		Disposition Contact:	let:			
Inventory Number*	/ Condition Code	Description	Total Units	Estimated Value (Per Unit)	Estimated Cost Es of Disposition To	Estimated Total Price	DISTRICT Asset Number	DISTRICT USE ONLY Number Disposition Code
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		Please see attached list						
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		or have been replaced.						
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					Principal / Supervisor Signature	N all isor Signa		5/25/2023
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## Date: April 26, 2023

School / Department Data	District Use Only
Name of School / Department: Lakeview	Vipe of Disposition:
Name / Title of Person to Contact & rin Sangert for Further Information:	3oard Approval Date:
Building / Room Number Which Library Equipment Was Assigned:	Disposition Contact:

Equipmen	Equipment Was Assigned:	Ined:	1	こうのから 二日	and the second second	ないたで、いたいたい	X. N. P. P. P. P. S. C. M. S. N. S.	
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Number*	Code		Units	(Per Unit)	of Disposition	Total Price	Asset Number	Asset Number Disposition Code
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Principal / Supervisor Signature

Poor Equipment that is usable but is considerably worn or deteriorated. The remaining utility is limited or major repairs will be required. Fair Equipment that is usable without repairs, but is somewhat worn or deteriorated and soon may require repair. \* If there is no inventory number on the equipment, please record the serial number or model number in its place. Unusable, cannot be repaired. Description Code A B O

Date: 4 /26/23

School / Department Data	District Use Only
Name of School / Department:	ype of Disposition:
Person to Contact mation: Kimbard, A. Waldez	Board Approval Date:
	Disposition Contact:

	DISTRICT USE ONLY Asset Number Disposition Code				and a state of the second s	The second se				THE NEW TONING			The second s		Stat States		
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	Inventory Condition	Number	Jee Attached	See Attoched													

Principal / Supervisor Signature

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۵	Poor Equipment that is usable but is considerably worn or deteriorated. The remaining utility is limited or major repairs will be required.
ပ	Unusable, cannot be repaired.
	* If there is no inventory number on the equipment, please record the serial number or model number in its place.

50 191 Date:

School / Department Data	District Use Only
Name of School / Department:	Type of Disposition:
arkson Elementary	Board Approval Date:
Name / Title of Person to Contact	
for Further Information: Mmz 11/0/CI	Dismosifium Contact
Building / Room Number Which	
Equipment Was Assigned:	

I DISTRICT USE ONLY Asset Number Disposition Code		「「「「「「「」」」、「「「」」」、「」」、「」」、「」」、「」」、「」」、「	"是我们们的时候,你们一下,你还不是你们就能够是我们的。" 第二章		二、二、二、二、二、二、二、二、二、二、二、二、二、二、二、二、二、二、二、	「「「「「「「「」」」」」」」」」」」」」」」」」」」」」」」」」」」」」	「「「「「」」」、「「」」、「」」、「」」、「」」、「」」、「」」、「」」、「	一般になるので、 一般になるので、 「「「「「「」」」」」「「」」」」」	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	こので、「「「「「「」」」、「「」」、「」」、「」」、「」」、「」」、「」」、「」」	「「「「「」」」、「「」」、「」」、「」」、「」」、「」」、「」」、「」」、「			時人の住村にはかったけの中心の いちないにない	A SAY A SAY	「「ないない」の「「ない」」であった。	「日本のない」である。「日本の日本の」になっていた。」「日本の日本のない」	「「「「「「「」」」」」「「「」」」」」」」」」」」」」」」」」」」」」」	「「「「「「「」」」」「「「」」」」」」「「」」」」」」」」」」」」」」」	
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υ	Unusable, cannot be repaired.
	* If there is no inventory number on the equipment, please record the serial number or model number in its place.

### AGREEMENT FOR SPECIAL SERVICES

### I. <u>PARTIES</u>

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

### II. PURPOSE

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

### III. TERMS AND CONDITIONS

A. <u>Fees for Services</u>

### 1. Standard Hourly Rate Services

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

Senior Partners	\$350
Partners/Senior Counsel	\$335
Senior Associates	\$310
Associates	\$300
Non-Legal Consultants	\$230
Senior Paralegals/Law Clerks	\$205
Paralegals/Legal Assistants	\$195

### 2. Fixed Fee Services

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

A full day of training (up to 8 hours)	\$6,000
A half day of training (up to 4 hours)	\$4,500
A two-hour training	\$3,500

### A one-hour training

### \$2,500

The Law Firm may modify legal services rates effective July 1<sup>st</sup> of any year by providing at least thirty (30) days' written notice to District Office; however, should the District object in writing to the modified rates within the thirty (30) day period, no change will be made until the rate is mutually agreed to by the parties.

### 3. <u>Fee Arrangements for Specialized Legal Services</u>

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

### 4. <u>Costs and Expenses</u>

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

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

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

### B. Billing Practices

1. A detailed description of the work performed and the costs and expenses advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month

and will be mailed to the District on or about the 15th of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement, will be due to the Law Firm from the District by the 10th of the month following delivery of the statement, unless other arrangements are made. In the event that there are funds of the District in the Law Firm's Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 60 days will be subject to a 1% per month service charge.

2. The Law Firm shall bill in one-quarter hour increments.

3. Certain tasks shall be billed at established minimum time increments. These include: (a) telephone conference (.25 hour), (b) electronic correspondence (.25 hour), (c) standard written correspondence (.50 hour), (d) provide a document (.50 hour).

4. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

5. District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects the services performed; and the proper charge for those services.

6. After the conclusion of a particular engagement (e.g. an investigation) should a need arise for the Firm to respond to any subpoena or discovery, to provide testimony at deposition, trial or arbitration, or to otherwise perform services with respect to any matter relating to or arising out of that engagement, the District shall compensate the Firm at its then applicable rates for time expended, including all required preparation time.

C. Termination of Representation on a Particular Matter

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

1. Upon order of a court of law requiring the Law Firm to discontinue the performance of legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue the performance of legal services;

3. Upon a failure of the District to perform any of the District's obligations with

respect to the payment of the Law Firm's fees, costs or expenses as reflected on the monthly bill;

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

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

### D. <u>Consent to Joint Representation</u>

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

### E. <u>Client Cooperation</u>.

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

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

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

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

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

### G. Consent to Law Firm Communication

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

### H. Identification of Insurance Coverage

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

### I. <u>Miscellaneous</u>

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

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

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

### IV. <u>BINDING ARBITRATION</u>

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

There are significant advantages and disadvantages of binding arbitration. The parties shall agree on an arbitrator with special skills and experience to hear and determine the dispute unlike in a court proceeding where a judge is assigned. If the parties cannot agree, then the Superior

Court of Los Angeles County shall choose an impartial arbitrator whose decision shall be final and conclusive on all matters.

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

### V. <u>DURATION</u>

This Agreement shall commence July 1, 2023 and terminate on June 30, 2023 and shall thereafter continue from month to month at the then current rate schedules until modified in writing by agreement between the Law Firm and the District up to a maximum of five (5) years duration per Education Code section 17596.

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

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: <u>May 24, 2023</u>

By:

JOHN W. DIETRICH, Partner

"District"

By:

**RESCUE UNION SCHOOL DISTRICT** 

Dated:

LISA DONALDSON, CBO and Assistant Superintendent



June 1, 2023

Lisa Donaldson Assistant Superintendent of Business Services Rescue Union School District 2390 Bass Lake Road Rescue, CA 95672

### Re: Proposed Agreement for Legal Services for 2023 - 2024

Dear Ms. Donaldson:

We have been honored to partner with you to provide legal support to the Rescue Union School District, and look forward to continuing this relationship into the new year. At Gutierrez, Perry & Villarreal, LLP ("GPV"), we pride ourselves in working with educational agencies to meet their unique needs and interests on a more personal and professional level.

Given that we are a boutique firm, we offer exceptional legal work at an hourly rate that is generally lower than most law firms. Since opening our firm in August of 2021, we have not raised our hourly rates for partners for the past two years. As you will see from the enclosures this year, we have modestly adjusted our rates, which continue to be much lower than the current market rate, and much lower than other law firms with similar expertise.

New to GPV this year, we are thrilled to announce the expansion of our law firm with the addition of two new practice areas designed to address the evolving needs of our clients:

- Investigations; and
- Program Review.

Limited Liability Partnership 1610 R St., Ste. 300, Sacramento, CA 95811 Tel: (916) 546-7774 We remain committed to delivering exceptional legal services and innovative solutions. We are excited about these new practice areas and the opportunities they present to further support Rescue Union School District. Should you have any questions or require additional information, please do not hesitate to reach out to us. Please see the enclosed handout for more information.

Enclosed with this letter, please find the proposed Legal Services Agreement and Rate Sheet. If, after reviewing the Legal Services Agreement and Rate Sheet, the terms are acceptable to you, please sign where indicated and return them to us, for our signatures. Once signed and returned to you, the Legal Services Agreement and Rate Sheet will constitute the contract between GPV and the Rescue Union School District.

We look forward to continuing our relationship with you. If you have any questions, please do not hesitate to call or email.

Sincerely,



Marcy L. Gutierrez, Aimee Perry, Colleen R. Villarreal Founding Partners Gutierrez, Perry & Villarreal, LLP

Enclosures 2023 – 2024 Legal Services Agreement Rate Sheet New Practice Areas Handout

### AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is entered into between Gutierrez, Perry & Villarreal, LLP ("GPV Law") and Rescue Union School District ("Client") as of the date of execution.

This Agreement is intended to explain GPV Law billing policies and procedures. By signing and returning the Agreement, Client indicates its acceptance of the terms set forth in this Agreement.

### 1. SCOPE OF AGREEMENT

Client retains GPV Law to provide legal representation and advice in special education, general student, and other matters as assigned by Client.

### 2. DUTIES OF GPV LAW AND CLIENT

GPV Law shall provide those legal services reasonably required to represent Client and shall take reasonable steps to keep Client informed of significant developments and to respond to Client's inquiries. If necessary to effectively represent Client, GPV Law may delegate work to other attorneys, paralegals, law clerks, consultants, and office personnel associated with GPV Law as an employee or independent contractor.

Client shall keep GPV Law reasonably informed of developments, perform the obligations Client has agreed to perform under this Agreement, and pay statements from GPV Law in a timely manner.

### 3. BILLING RATES

Client agrees to pay for legal services at the rates as set forth in the attached rate sheet. These rates are subject to adjustment on an annual basis. GPV Law shall provide Client with written notice of rate adjustments at least thirty (30) days prior to the date of any rate changes, and the new rates shall be instituted only in consultation with Client.

### 4. COSTS AND EXPENSES

Client shall directly pay for major costs and expenses by either advancing such costs or expenses to GPV Law or by paying third parties directly. In all other cases, Client shall reimburse GPV Law for all costs and expenses incurred by GPV Law including, but not limited to, the following: costs of serving pleadings, filing fees, and other charges assessed by courts and other public agencies, witness fees, long-distance telephone calls, messenger and other delivery fees, postage, photocopying, parking, mileage, travel expenses (including airfare at coach rates, lodging, meals, and ground transportation), research, investigation expenses, consultant fees, expert witness fees, and other costs deemed necessary by GPV Law. GPV Law shall itemize all costs incurred on each periodic statement.

### 5. STATEMENTS

GPV Law shall send Client a statement for fees and costs incurred every month. However, when the fees and costs for a particular month are minimal, they may be carried over to the next month's statement. Client shall pay statements from GPV Law within thirty (30) days of the date such statement is received by Client.

### 6. DISCHARGE AND WITHDRAWAL

Either party may terminate this Agreement upon written notice to the other party. GPV Law and Client each agree to sign any documents reasonably necessary to complete GPV Law's discharge or withdrawal. Upon the completion of GPV Law's services, all unpaid charges for services rendered and costs incurred or advanced through the completion date shall be due and payable within thirty (30) days of the date of the statement is received by Client.

### 7. DISPUTE RESOLUTION

If there is a dispute or disagreement between GPV Law and Client, the parties shall consult with one another in good faith to attempt to resolve such dispute. If such consultation does not resolve the dispute, either party may request that such dispute be resolved by mediation. Upon such request, the parties will work to identify a mutually agreeable mediator.

### 8. CLIENT FILES

At Client's request, upon termination of the services under this Agreement, GPV Law shall promptly release all of Client's files to Client.

### 9. INSURANCE COVERAGE

Client is hereby informed that GPV maintains errors and omissions insurance coverage.

### **10. FINGERPRINTING REQUIREMENTS**

Education Code section 45125.1 provides that any contractor that has a contract with a local educational agency shall ensure that any employee of the contractor who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code section 44237. It is not anticipated that any employee of GPV Law will interact with students outside of the supervision and control of an employee of the Client. However, if the Client or GPV Law determines that an interaction will occur between an employee of GPV Law and a student, which is not under the supervision and control of an employee shave been fingerprinted and cleared in accordance with Education Code section 45125.1.

### **11. MODIFICATION BY SUBSEQUENT AGREEMENT**

This Agreement may be modified only by a written instrument signed by both parties.

By signatures below, the parties understand and accept the foregoing terms.

DATE: 6/20/23	Lisa Donaldson, Assistant Superintendent of
	Business Services
	Rescue Union School District
DATE:	Marcy Gutierrez, Founding Partner
	Gutierrez, Perry & Villarreal, LLP
DATE:	
	Aimee Perry, Founding Partner
	Gutierrez, Perry & Villarreal, LLP
DATE:	
	Colleen Villarreal, Founding Partner
	Gutierrez, Perry & Villarreal, LLP

### **RATE SHEET**

1. Hourly Rates for Legal Support

Partners	\$305 - \$315 per hour
Senior Counsels	\$285 - \$305 per hour
Associates	\$245 - \$285 per hour
Paralegals	\$110 - \$215 per hour
Law Clerks	\$195 - \$215 per hour
Special Counsel Work:	
Investigations	\$385 - \$475 per hour

0	
Program Review	\$305 - \$315 per hour

### 2. Billing Practice

Gutierrez, Perry & Villarreal, LLP will provide a monthly invoice with itemized descriptions of the services provided. Time will be billed in increments of \$0.10.

3. Costs

Copying	\$0.10 per page
Postage	Actual Cost
Mileage	IRS Standard Rate

Other costs as necessary may be charged at actual rates.



### AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2023, between the RESCUE UNION SCHOOL DISTRICT ("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. ENGAGEMENT. Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client's interests, to keep Attorney fully informed of developments material to Attorney's representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

2. RATES TO BE CHARGED. Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).

3. REIMBURSEMENT. Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation, arbitration fees and e-discovery service fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services.

4. MONTHLY INVOICES. Attorney shall send Client a statement for fees and costs incurred every calendar month (the "Statement"). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

5. COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT. The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product

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

6. POTENTIAL AND ACTUAL CONFLICTS OF INTEREST. If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. INDEPENDENT CONTRACTOR. Attorney is an independent contractor and not an employee of Client.

8. TERMINATION.

a. <u>Termination by Client</u>. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. <u>Termination by Mutual Consent or by Attorney</u>. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. <u>Following Termination</u>. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

### 11. DISPUTE RESOLUTION.

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

b. <u>Dispute Regarding Fees</u>. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, <u>et seq</u>.).

c. <u>Binding Arbitration</u>. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by

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

d. <u>Effect of Termination</u>. The terms of this section shall survive the termination of the Agreement.

12. ENTIRE AGREEMENT. This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

13. SEVERABILITY. Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE		
<b>Rescue Union School District</b>	Lozano Smith, LLP		
BY (Authorized Signature)	BY (Authorized Signature)		
W.	Karen M Prosenates		
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING		
Asst. Superintendent BUSI	Karen M. Rezendes, Managing Partner		
DATE EXECUTED	DATE EXECUTED		
6/20/23	06/21/2023		



### PROFESSIONAL RATE SCHEDULE FOR RESCUE UNION SCHOOL DISTRICT

### 1. HOURLY PROFESSIONAL RATES

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

Partner** / Senior Counsel / Of	Counsel			\$ 295 - \$ 395 per hour
Associate				\$ 250 - \$ 295 per hour
Paralegal / Law Clerk				\$ 185 - \$ 225 per hour
Consultant				\$ 350 - \$ 395 per hour
				0

\* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.
\*\* Rates for work performed by Senior Partners with 20 years of experience or more may range from \$395 - \$450 per hour.<sup>1</sup>

### 2. <u>BILLING PRACTICE</u>

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

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

### 3. COSTS AND EXPENSES

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

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

<sup>1</sup> Sale or Lease of Real Property Work:

Partner / Senior Counsel / Of Counsel	\$ 450 per hour
Associate	\$ 375 per hour
Paralegal / Law Clerk	\$ 225 per hour