



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, May 9, 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:
<http://www.rescueusd.org/School-Board/Agendas-Minutes/index.html>

CALL TO ORDER: Board vice president called the meeting to order at 5:31 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 Board Room at 6:32 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 Bebout moved and Trustee Flaherty seconded to adopt the agenda as presented. Motion passed 4-0.

REPORTS AND COMMUNICATION:

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

Celebrating Excellence - Green Valley Elementary Principal Michelle Winberg gave a site update, praising school staff who wear many hats each day to serve and support classes and individuals. Principal Winberg reported significant and measurable increases in student learning at Green Valley this school year and attributed much of the growth to new and improved relationships between staff and students. The site promotes "The Gator Way" which includes setting examples and expectations for respect, responsibility and safety. "Gator Tickets" incentivize students as rewards for good behavior and Positive Behavioral Interventions and Supports (PBIS) tools are facilitating success. Classroom guidance lessons are also taking place weekly, led by the site counselors. Green Valley offered a dozen various enrichment classes this school year including coding, art, cooking, and guitar. School sports were welcomed back as well, and every grade was able to attend a field trip in 2022-2023. Highlights noted were the Green Valley choir, which is the most popular extracurricular activity schoolwide, and the amazing PTO which has put on special events such as the Glow Dance and hosted stand-out celebrations such as Teacher Appreciation week with great spirit, decorations, food and fun.

Difference Makers honored were teacher Kecia Thompson and Instructional Assistant Kara Harrell.

There were no public comments.

Celebrating Excellence - The Board took a short recess to allow retiring RUSD employees to be honored in the Boardroom among their families and guests, with photos and refreshments.

Board president Michael Gordon arrived at 7:30 p.m. having been delayed in traffic from a Bay Area field trip with SJUSD students.

Superintendent's Report - The Superintendent presented a report on Bright Spots happening around the district, including the high number of school volunteers participating across RUSD, administrative process improvement and streamlining such as standardization of medical and athletic forms, as well as Employee Proclamations celebrating many Rescue Union School District staff - namely classified personnel this month.

GENERAL:

(Information Only)

2. Local Control Accountability Plan (LCAP)

The Superintendent recommended the Board receive information on the status of our LCAP. This was Part Two of a Two Part Presentation. The LCAP data focused on results from parent surveys with significant increases in participation. Information gathered relates to curriculum, safety, socio-emotional supports, quality of facilities, maintenance and custodial re-organization, site staff communication, and instructional materials. A public hearing will be held at the next Regular Board meeting on June 13, 2023 to solicit recommendations and comments from the public regarding the specific actions and expenditures proposed to be included in the Local Control Accountability Plan.

There were no public comments.

At 8:54 p.m. Trustee White moved to extend the meeting to 9:15 p.m.

HUMAN RESOURCES:

(Consideration for Action)

3. Resolution #23-01 Declaration of Need for Fully Qualified Educators

Due to legislative changes in the process for hiring teachers with Emergency Teaching Permits and Credentials, a Declaration of Need for Fully Qualified Educators must be authorized at a public meeting by the Governing Board and submitted to the Commission on Teacher Credentialing. This Declaration shall remain in force until June 30, 2024. The Superintendent recommended that Board approve Resolution #23-01.

Trustee White moved and Trustee Bebout seconded to approve the adoption of Resolution #23-01. Motion passed 5-0.

4. Classified Job Descriptions and Salary Schedule

(Consideration for Action)

The Superintendent recommended the Board approve the job descriptions, salary schedule and funding source for the classified positions of Instructional Assistant - Specialized Health Care Services and Yard Supervisor.

There were no public comments.

Trustee White moved and Trustee Hunter seconded to approve the job descriptions, salary schedule and funding source for the classified positions of Instructional Assistant - Specialized Health Care Services and Yard Supervisor. Motion passed 5-0.

BUSINESS AND FACILITIES:

(Consideration for Action)

5. Art, Music, and Instructional Materials Block Grant

The Superintendent recommended the Board approve the Art, Music, and Instructional Materials Block Grant.

There were no public comments.

Trustee Bebout moved and Trustee Flaherty seconded to approve the Art, Music, and Instructional Materials Block Grant. Motion passed 5-0.

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 enacts all items.

The Board President called for public comment on any of the items on the consent agenda. There were no public comments. Trustee Flaherty moved and Trustee Bebout seconded to approve the balance of the Consent Agenda. Motion passed 5-0.

6. Board Meeting Minutes- Minutes of the April 25, 2023 Regular Board Meeting (Materials provided)

7. Bus Funding Agreement (Materials provided)

8. 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)

9. District Expenditure- Warrants must regularly be presented to the Board of Trustees for ratification.

Detailed warrant order listings are available at the District Office. The supplement reflects expenditures from 4/1/23 through 4/30/23 (Materials provided)

10. District Purchase Orders - Purchase orders must regularly be presented to the Board of Trustees for ratification. The supplemental reflects expenditures from 4/1/23 through 4/30/23 (Materials provided)

11. Report of Surplus Materials - Library Equipment (Materials provided)

12. TC Landscape Construction Estimate (Materials provided)

13. Pleasant Grove Roofing Contract (Materials provided)

14. Big West Distribution Food Services Provisioning Contract and Award Letter (Materials provided)

15. Francis Distributing Inc. Provisioning Contract and Award Letter (Materials provided)

16. Gold Star Foods Provisioning Contract and Award Letter (Materials provided)

17. P&R Paper Provisioning Contract and Award Letter (Materials provided)

18. Pro Pacific Fresh Provisioning Contract and Award Letter (Materials provided)

19. RUSD Procurement Procedures 23-24 - Child Nutrition Programs (Materials provided)

20. RUSD Code of Conduct 23-24 - Child Nutrition Programs (Materials provided)

ADJOURNMENT:

Trustee White moved to adjourn the meeting at 9:08 p.m.

Michelle Bebout, 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, May 23, 2023

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 appropriate health safety precautions. This meeting was held in Closed Session.

DISTRICT MISSION

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

PLEASE NOTE:

These are provided as summary minutes. The audio recording of the meeting is available by request.

CALL TO ORDER: Board 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, Member
- ✓ Jim Shoemake, Superintendent and Board Secretary

Flag Salute - Board president led the flag salute.

PUBLIC COMMENTS:

The following comments were made by community members, in regard to the May 14, 2023 resignation of Lake Forest Principal Jana Vermette:

Jelline Vautier spoke positively on behalf of Mrs. Vermette's time and efforts at Lake Forest and expressed concern about the school's management of SPED and the welfare of special needs students onsite.

Celine Chandler stated that Mrs. Vermette was doing a good job in her role as principal and mentioned concern that the overall social climate at Lake Forest should be addressed.

Cara Kerhlikar commented on the interpersonal connections Mrs. Vermette made at school, and the good experience her family and others had with her.

Sonja Foster described Mrs. Vermette's strengths as a site leader for staff, and her personal experience collaborating with and being supported by Mrs. Vermette during the school year.

Joe Juarez said that more transparency was desired with regard to Mrs. Vermette's resignation.

Superintendent Shoemake offered to follow-up individually with each person who wished to have a follow-up conversation with him.

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 Section 3549.1, 54956.9, 54956.8, 54957, and 54957.6 and Education code Sections 35146 and 48918.

Public Employee Performance Evaluation

Superintendent

OPEN SESSION:

Reconvene Open Session at 8:30 p.m.

REPORT FROM CLOSED SESSION:

Board president reported no action taken in Closed Session.

ADJOURNMENT: Trustee White moved to adjourn the meeting at 8:31 p.m.

Michelle Bebout, 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 on the agenda.

Name	Personnel Action	Position FTE	Position	School or Dept.	Effective Date
Daebelliehn, Alyssa	Resignation	1.0	Teacher	Green Valley	5/26/2023
Robbins, Nicole	Retirement	1.0	Teacher	Jackson	5/26/2023

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.

RESCUE UNION SCHOOL DISTRICT

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	FTE	Position	School or Dept.	Effective Date
Mallot, Renee	LOA 5/15/23-6/30/23	1.0	Coordinator of MTSS	District	5/15/2023-6/30/2023
Mallot, Renee	Temp Employment	1.0	Elementary Principal	Lake Forest	5/15/2023-6/30/2023
Mallot, Renee	Resignation	1.0	Coordinator of MTSS	District	6/30/2023
Mallot, Renee	Promotion	1.0	Elementary Principal	Lake Forest	7/1/2023
Miracle, Kathy	Resignation	1.0	Elementary Principal	Lakeview	6/30/2023
Stuart, Laurisa	Employment	1.0	Elementary Principal	Lakeview	7/1/2023
Vermette, Jana	Resignation	1.0	Elementary Principal	Lake Forest	6/30/2023

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.

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Classified Personnel

RECOMMENDATION:

The Superintendent recommends the Board approve the following personnel actions.

BACKGROUND:

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

STATUS:

The following classified personnel changes are listed on the agenda:

Name	Personnel Action	Position FTE	Position	School or Dept.	Effective Date
Vargas-Cook, Maria	100% Unpaid LOA	.75	Instructional Assistant- LVN/RN	Rescue	5/29/2023
Berrios-Bach, Rosa	Employment	.75	II Facilitator	Jackson	5/11/2023
Gonzalez, Rachel	Employment	.75	Instructional Assistant	Pleasant Grove	5/23/2023
Clifton, Lori	Resignation	.75	Instructional Assistant- LVN/RN	Pleasant Grove	5/30/2023
Danner, Heidi	Resignation	.48	Yard Supervisor	Lake Forest	5/16/2023
Dennis, Samantha	Resignation	.75	Instructional Assistant - SDC	Lake Forest	5/9/2023
Neider, Sabrene	Resignation	.48	Yard Supervisor	Lake Forest	5/26/2023
Rubow, Kristin	Resignation	.4375	Instructional Assistant – TK	Jackson	5/26/2023
Wilcox, Hailey	Resignation	.3750	Instructional Assistant- Title I	Green Valley	5/18/2023

FISCAL IMPACT:

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

0059 05_01_2023 LQ BATCH: 0060 dev fee refund permit #0361489 << Held for Audit >>

Vendor/Addr Remit name Description Tax ID num Deposit type ABA num Account num EE ES E-Term E-ExtRef
Req Reference Date 106693/00 Blue Mountain Construction FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH T9MPS Liq Amt Net Amount


707 Aldridge Rd
Vacaville, CA 95688

PV-231011 04/27/2023 dev fee refund permit #0361489 25-9013-0-8681-0000-0000-0000-00-000 NN
TOTAL PAYMENT AMOUNT 2,042.00 * 2,042.00

TOTAL BATCH PAYMENT 0.00 2,042.00 *** 2,042.00
TOTAL DISTRICT PAYMENT 0.00 196,685.58 **** 196,685.58
TOTAL FOR ALL DISTRICTS: 0.00 196,685.58 **** 196,685.58

Number of checks to be printed: 70, not counting voids due to stub overflows.
Number of zero dollar checks: 8, will be printed.

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


District Designee
Date 4/27/23

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

106700/00 VIGIL, PHILLIP AND ELISANGELA
 (PARENT REIMBURSE)
 4048 LOCHABER DR
 CAMERON PARK, CA 95682
 PV-231066 05/11/2023 RFUND 8TH FT VIGIL 01-9426-0-8699-0000-0000-026-0078-96-000 NN 55.00 * 55.00
 TOTAL PAYMENT AMOUNT

TOTAL BATCH PAYMENT 418,763.62 *** 0.00 418,763.62
 TOTAL DISTRICT PAYMENT 418,763.62 **** 0.00 418,763.62
 TOTAL FOR ALL DISTRICTS: 418,763.62 **** 0.00 418,763.62

Number of checks to be printed: 64, not counting voids due to stub overflows.
 Number of zero dollar checks: 15, will be printed.

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


 District Designee
 Date 5/11/23

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

105011/00 TEACHER SYNERGY LLC
75 REMITTANCE DRIVE
DEPARTMENT 6759
CHICAGO, IL 60675-6759

235730 PO-230719 05/15/2023 CLOSE PER KAYLA EOY 1 01-0101-0-4300-0000-3140-090-0000-00-000 NY C 4.83 0.00
235730 PO-230719 05/15/2023 CLOSE PER KAYLA EOY 1 01-0101-0-4300-0000-3140-090-0000-00-000 NY O -4.83 0.00
TOTAL PAYMENT AMOUNT 0.00 * 2,062.88

104986/00 TPX COMMUNICATIONS
PO BOX 509013
SAN DIEGO, CA 92150-9013

235307 PO-230299 05/09/2023 170310262-0 MAY 1 01-0000-0-5901-0000-7600-081-0000-00-000 NN P 2,062.88
235307 PO-230299 05/17/2023 TO COVER JUNE INVOICE 1 01-0000-0-5901-0000-7600-081-0000-00-000 NN C 379.08
235307 PO-230299 05/17/2023 TO COVER JUNE INVOICE 1 01-0000-0-5901-0000-7600-081-0000-00-000 NN O -2,079.08
TOTAL PAYMENT AMOUNT 2,062.88 * 2,062.88

106710/00 TRAN, DINAH
(PARENT REIMBURSE)
4045 MONTE VERDE DR
EL DORADO HILLS, CA 95762

PV-231079 05/17/2023 REFUND SUNSPASH KODY TRAN 01-9424-0-8699-0000-0000-024-0078-94-000 NN 50.00
TOTAL PAYMENT AMOUNT 50.00 * 50.00

TOTAL BATCH PAYMENT 12,621.09 *** 0.00 12,621.09
TOTAL DISTRICT PAYMENT 12,621.09 **** 0.00 12,621.09
TOTAL FOR ALL DISTRICTS: 12,621.09 ***** 0.00 12,621.09

Number of checks to be printed: 24, not counting voids due to stub overflows.
Number of zero dollar checks: 12, will be printed.

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


District Designee Date 5/17/23

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

104582/00 VALENCIA, KATRIINA (EMPL REMIB) 1801 BOLLING PLACE EL DORADO HILLS, CA 95762
 PV-231099 05/18/2023 MILEAGE NATURE BOWL KV 01-9427-0-4300-1110-1000-027-0000-97-000 NN 39.30 * 39.30

100354/00 WINBERG, MICHELLE (EMPL REIMB) 129 WHITING FOLSOM, CA 95630
 PV-231105 05/18/2023 WINCO CANDY FOR TESTING 01-1100-0-4300-1110-1000-020-0000-90-000 NN 24.91
 PV-231105 05/18/2023 SAFEWAY FLOWERS FOR BD MT 01-1100-0-4300-1110-1000-020-0000-90-000 NN 36.44
 PV-231105 05/18/2023 WINCO OTTERPOPS REWARDS 01-1100-0-4300-1110-1000-020-0000-90-000 NN 23.88
 TOTAL PAYMENT AMOUNT 85.23 * 85.23

005634/00 YOUNGDAHL CONSULTING GROUP INC 1234 GLENHAVEN COURT EL DORADO HILLS, CA 95762-000
 215358 PO-210340 04/30/2023 81204
 TOTAL PAYMENT AMOUNT 1 01-0000-0-5806-0000-7200-081-0000-00-000 NN P 840.00 * 840.00

TOTAL BATCH PAYMENT 43,197.99 *** 0.00 43,197.99
 TOTAL DISTRICT PAYMENT 43,197.99 **** 0.00 43,197.99
 TOTAL FOR ALL DISTRICTS: 43,197.99 ***** 0.00 43,197.99

Number of checks to be printed: 51, not counting voids due to stub overflows.
 Number of zero dollar checks: 2, will be printed.

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


 Date 5/21/23
 District Designee

Vendor/Addr: Remit name: 106717/00 WOJAN, MEGAN (EMPLOYEE REIMBURSE)
 Reg Reference Date Description 3025 LATHAM LANE
 106717/00 05/24/2023 COSTCO FLOWERS FOR VOL TEA 01-9421-0-4300-1110-1000-021-0000-91-000 NN
 PV-231124 05/24/2023 COSTCO FLOWERS FOR VOL TEA 01-9421-0-4300-1110-1000-021-0000-91-000 NN
 TOTAL PAYMENT AMOUNT 32.30 *

Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef
FD	RESC Y	GOAL	FUNC LC1 LOC2 L3 SCH T9MPS	Liq Amt	Net Amount		
TOTAL BATCH PAYMENT							
				110,536.80	***	0.00	110,536.80
TOTAL DISTRICT PAYMENT							
				110,536.80	****	0.00	110,536.80
TOTAL FOR ALL DISTRICTS:							
				110,536.80	****	0.00	110,536.80
							110,536.80

Number of checks to be printed: 52, not counting voids due to stub overflows.
 Number of zero dollar checks: 6, will be printed.

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


 District Designee Date 5/24/23

debit from
05/25/23

Vendor/Addr Remit name Date Description
Reg Reference Date Description

101193/00 STAPLES ADVANTAGE
PO BOX 660409
DALLAS, TX 75266-0409
235322 PO-230307 05/25/2023 INC PER SANDRA ADJUST EOY 1 01-0000-0-4300-0000-7200-080-0000-00-000 NN C 0.77 0.00
235322 PO-230307 05/25/2023 INC PER SANDRA ADJUST EOY 1 01-0000-0-4300-0000-7200-080-0000-00-000 NN C -200.77 0.00
235882 PO-230868 05/24/2023 3538708211 1 01-2600-0-4300-1110-1000-086-0000-00-000 NN P 57.07 57.07
TOTAL PAYMENT AMOUNT 57.07 *

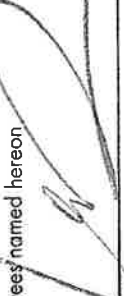
019077/00 TULGA, PHIL
PO BOX 60771
SACRAMENTO, CA 95860-0771
PV-231147 05/25/2023 INV 221014 OUTDOOR STORYTELL J 01-9421-0-5806-1110-1000-021-0000-91-000 NY 650.00
TOTAL PAYMENT AMOUNT 650.00 *

106346/00 VALDEZ, KIMBERLY
(EMPLOYEE REIMBURSE)
4023 DEER VALLEY RD
RESCUE, CA 95672
PV-231156 05/25/2023 AMAZON POPCORN PARTY 01-9424-0-4300-0000-2420-024-0121-94-000 NN Y 28.49
PV-231156 05/25/2023 DOLAR TREE PIZZA PARTY 01-9424-0-4300-0000-2420-024-0121-94-000 NN Y 33.31
TOTAL PAYMENT AMOUNT 61.80 *

TOTAL BATCH PAYMENT 43,964.95 *** 0.00 43,964.95
TOTAL DISTRICT PAYMENT 43,964.95 **** 0.00 43,964.95
TOTAL FOR ALL DISTRICTS: 43,964.95 **** 0.00 43,964.95

Number of checks to be printed: 22, not counting voids due to stub overflows.

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 5/25/23

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
230888	AMAZON CAPITAL SERVICES INC	Tech Supplies - 5/11/23 list	3,397.48	DISTRICTWIDE SERVICES
230891	AMAZON CAPITAL SERVICES INC	Pg - SDC/Johnson	90.08	DISTRICTWIDE SERVICES
230873	APPLE COMPUTER INC	2 iPad Minis for SpEd	971.11	DISTRICTWIDE SERVICES
230885	APPLE COMPUTER INC	iPad Minis for SpEd	485.55	DISTRICTWIDE SERVICES
230887	APPLE COMPUTER INC	10.2" iPad for SpEd	324.68	DISTRICTWIDE SERVICES
230881	BUSWEST LLC	New Diesel Bus	107,248.04	Transportation
230876	DEMCO INC	Science Kits	7,338.06	Rescue School
230892	DIESEL EMISSIONS SERVICE	Regeneration Panel	12,600.76	Transportation
230889	DORTAN STUDIO INC	YEARBOOKS	6,939.29	Rescue School
230884	FAST SIGNS	Sing for now Play Structure	594.04	Jackson School
230882	GATEKEEPER SYSTEMS USA INC	Dash Cam Installation T17	1,635.44	Transportation
230875	GOPHER SPORT PLAY WITH A PURP	Sports Equipment	1,059.58	Rescue School
230878	GOPHER SPORT PLAY WITH A PURP	SUMMER RISE PROG RECESS EQUIPM	954.53	DISTRICTWIDE SERVICES
230894	GOPHER SPORT PLAY WITH A PURP	SUMMER RISE PROG- RECESS EQUIP	133.37	DISTRICTWIDE SERVICES
230886	MIRACLE PLAYSYSTEMS INC	LF - Playground	1,226.04	Maintenance
230877	MOBILE ED PRODUCTIONS INC	MAGIC OF SCIENCE ASSEMBLY	1,595.00	DISTRICTWIDE SERVICES
230890	PACIFIC PLAYGROUND	LF - TK Playground	39,916.70	Maintenance
230874	PERMA BOUND	4th grade books	2,356.60	Rescue School
230765	SECURED MOBILITY LLC	Smart Tag	29,986.25	Transportation
230860	TAGUE MUSIC LLC	YAMAHA BASS CLARINET	2,466.75	DISTRICTWIDE SERVICES
230879	TEACHER CREATED MATERIALS INC	SUMMER RISE PROGRAM CURRICULUM	33,853.02	DISTRICTWIDE SERVICES
230893	TeachersPayTeachers	PG SDC math, lang, hist, scie	444.69	DISTRICTWIDE SERVICES
230883	WELLER TRUCK PARTS		10,000.00	Transportation
		TOTAL FUND	265,417.06	

015 RESCUE UNION SCHOOL DISTRICT
PURCHASE ORDER REPORT MAY 2023

P.O. BOARD REPORT

J85119 POX600³ L.00.00 06/01/23 PAGE 2
CUTOFF DATES: 05/01/2023 TO 05/31/2023

35 SCHOOL FACILITIES FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
230880	KYA SERVICES LLC	All Abilities Playground	505,193.28	Jackson School
TOTAL FUND			505,193.28	
TOTAL DISTRICT			770,610.34	

FUND	AMOUNT
01 GENERAL FUND	265,417.06
35 SCHOOL FACILITIES FUND	505,193.28
TOTAL DISTRICT	770,610.34

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING FOR LIBRARY SERVICES

BACKGROUND:

Education Code 18100 and 44868 require districts to provide library services for the pupils and teachers of the district and for these services to be overseen by an individual holding a valid California Library Services credential. The individual overseeing the program may be an employee, a contractor or provided through a county office of education.

STATUS:

EDCOE contracts or employs a credentialed librarian to oversee library services for districts in El Dorado County that decide to utilize their service. For the 2023-24 school year, RUSD entered into a Memorandum of Understanding (MOU) with the El Dorado County Office of Education (EDCOE). EDCOE will provide general oversight of the RUSD school library services, staff development for District library staff, and consult on the District Library Plan. This Memorandum of Understanding must be reviewed and renewed annually for the District to be in compliance.

FISCAL IMPACT:

There is no known financial impact to the District.

BOARD GOAL:

Board Focus Goal I – STUDENT NEEDS:

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

RECOMMENDATION:

Administration recommends approval of the Memorandum of Understanding for Library Services with the El Dorado County Office of Education for the 2023-24 school year.

MEMORANDUM OF UNDERSTANDING BETWEEN
EL DORADO COUNTY OFFICE OF EDUCATION
AND

Rescue Union School District

This Memorandum of Understanding (MOU) is entered into on July 1, 2023 and ending June 30, 2024 by and between Rescue Union School District, and the El Dorado County Office of Education and sets forth each agency's role and responsibilities relative to the delivery of library services to schools within this district.

WHEREAS, Rescue Union School District has identified the El Dorado County Office of Education as the entity that will provide general oversight of school library services;

WHEREAS, the authorization statement in Title 5 §80053(b) provides a comprehensive statement of duties of a librarian;

WHEREAS, the Rescue Union School District provides a staff person assigned to carry out the day to day operations of their school library;

NOW, THEREFORE, it is mutually agreed that the El Dorado County Office of Education will provide assistance and direction to school library staff who

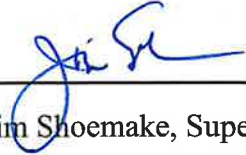
1. instruct pupils in the choice and use of library materials;
2. plan and coordinate library programs with the instructional programs of the school district;
3. select materials for school libraries including books, reference materials and electronic information resources;
4. coordinate or supervise library programs at the county level;
5. plan and conduct a course of instruction for those pupils who assist in the operation of the libraries;

The parties have caused this Agreement to be executed by their duly authorized officers in the County of El Dorado, State of California.

El Dorado County Office of Education

Rescue Union School District

Wendy Frederickson, Associate Superintendent
Administrative Services


Jim Shoemake, Superintendent

Date

6/8/23
Date

May 17th, 2023

Jim Shoemake, Superintendent
Rescue Union School District
2390 Bass Lake Road
Rescue, CA 95672

Dear Superintendent Shoemake:

Thank you for the opportunity to engage with you and Rescue Union School District (herein also referred to as “Rescue Union,” “RUSD,” or “the District”) to advance your and your district’s organizational excellence and continuous improvement priorities to ensure the students, families and communities served by Rescue Union receive the best possible educational and life opportunities. We are honored to serve your district and look forward to taking this journey of excellence in Rescue Union together. This letter outlines our plan for partnering with you and leaders in the District to create a culture of engagement, execution and excellence through the implementation of a systemwide continuous improvement approach and our Evidence-Based LeadershipSM practices and framework.

Throughout the term of our engagement, Huron Studer Education will provide leadership development, facilitation services, executive coaching, and aligned tools and resources to facilitate leaders’ planning *and* execution of strategic actions through a continuous improvement approach to achieve key pillar goals, as defined by Rescue Union School District, and aligned to the current strategic priorities, and later, the new RUSD Strategic Plan, which will be developed as an integrated part of this engagement and overall approach.

The goals of this engagement (not linear or necessarily in chronological order) are to:

- Provide initial and ongoing integrated leadership development aligned with the District’s goal of advancing great workplace cultures across the system and to engage leaders in the continuous improvement and action planning process, in alignment with the District’s strategic priorities;
- Incorporate the “voice of the customer” by administering feedback surveys (employee, parent/caregiver, student and / or district support services) on an ongoing basis and use the resulting data to provide additional measures for monitoring and action planning to continuously improve the experience of students, parents, and employees across the District;
- Initiate and advance a 90-day strategy development, implementation, and review/adjustment cycle with the district leadership team to build a replicable structure of short cycle action planning and execution to achieve priority District results aligned to the current strategic priorities, and later, the new strategic plan;
- Facilitate the development of the Strategic Plan for success in Rescue Union, to include both goals for student success and additional district priorities that are likewise reflective of organizational excellence and contribute to improved student achievement and quality outcomes;
- Engage with the District leadership team to initially and annually facilitate the development of a small number of key annual district goals that represent organizational success in Rescue Union and align to the new RUSD Strategic Plan, once developed and finalized);
- Annually facilitate the development, review and alignment of District goals, progress monitoring measures, and key strategic actions to create annual District, Department, and School Scorecards (as the process cascades over time), aligned to the RUSD Strategic Plan; and
- Create a culture of continuous improvement, accountability, execution, and organizational excellence to ensure the students and stakeholders served by RUSD receive high quality services and support.

Multiyear Scope of Services and Work Planning Approach

Through the resources provided in this agreement, we will implement an integrated and collaborative annual and short cycle work planning approach to maintain alignment to achieving the Superintendent's and District's priorities for this partnership together. This work will be guided by the **Multiyear Scope of Services**, from which the Superintendent and leadership team may select, scope, and sequence work actions annually and on an ongoing basis in consultation with the Huron Studer Education team.

Multiyear Scope of Services

Service Areas	Partnership Activities and General Actions
Diagnosis and Annual Work Plan Development to Guide the Partnership Approach	<ul style="list-style-type: none"> • Complete a targeted environmental scan to collect and review existing data to assess current stakeholder perceptions, conditions and district needs (e.g., current district priorities, student achievement data, existing stakeholder survey data, etc.) • Engage with the Superintendent, leadership team, and designees to develop a deep understanding of priorities for the upcoming year, in alignment with the District's Plan priorities and related goals • Collaboratively develop a draft Annual Plan to guide the work together (e.g., to scope and sequence the annual work), gather feedback, and revise as needed to fully align with the Superintendent's priorities and expectations related to the scope of work together (ongoing in each year of the engagement)
Stakeholder Survey Administration & Analysis (Ongoing)	<ul style="list-style-type: none"> • Administer Huron Studer Education's standard stakeholder surveys to inform leadership actions for creating best-place-to-work cultures, improving service to stakeholders, and to provide additional tools and metrics for implementing a District-wide approach to continuous improvement. <ul style="list-style-type: none"> ○ employee experience ○ parent/caregiver experience ○ district support services ○ student experience • Survey administration services for Huron Studer Education surveys to include: <ul style="list-style-type: none"> ○ Administration of online surveys and provision of URLs for sharing with and completion by designated audiences ○ Draft emails with URL announcing the surveys ○ Access to online Survey Results Reports, with analysis at the District, Department, and School levels • Train leaders to communicate / roll out the results • Incorporate results into Scorecards (once implemented); create improvement plans
Leadership Development (data driven and ongoing)	<ul style="list-style-type: none"> • Identify, based on survey results and other data, the greatest opportunities for leadership development and provide aligned training on evidence-based leadership practices to improve leader skills while creating best-place-to-work environments. Topics include survey results rollout training, leader rounding, high-middle-low performance conversations, communicating using key words at key times, reward and recognition, 30/90 day new employee meetings, etc. • Provide training to leaders on developing measurable annual goals (aligned to district, department, and/or school priorities and needs), identifying intra-year and annual monitoring measures, and implementing strategic actions to accomplish goals • Hold Leadership Development Institutes with leaders (district-based, school leaders, academic, and operational leaders, etc.) to teach and practice tactics to develop high performing leaders throughout the organization • Provide access to Huron Studer Education's Nine Principles Academy (NPA) core online "Leadership Fundamentals" courses (four total courses) for up to 3 leaders in the District annually (by license – additional may be added as desired) to provide

	<p>additional resources for identified leaders for initial learning or reinforcement of core Evidence-Based LeadershipSM concepts (e.g., often used to support onboarding new leaders in the district in foundational leadership skills as they also engage in learning opportunities provided for all leaders throughout the year)</p> <ul style="list-style-type: none"> • Provide aligned support and coaching to the Superintendent (and other key leaders as identified to join calls) aligned to the continuous improvement model and overall work in between formal sessions (via video and teleconferencing)
Strategic Plan Development (highly customizable)	<ul style="list-style-type: none"> • Complete a targeted environmental scan of existing relevant data to inform the strategic planning development process • Conduct meetings and focus group sessions with the Superintendent and Board as desired for strategic planning process overview, input, and direction • Support the formation of and working sessions with a Strategic Plan Advisory Committee to steer and support the development processes • Facilitate focus groups with other stakeholders to gather additional data and input • Analyze results and focus group data, prepare and present a summary report • Incorporate an analysis of any existing stakeholder survey data into the process and / or administer one or more of Huron Studer Education's standard stakeholder surveys as desired to gather additional perception data • Review findings with the Strategic Plan Advisory Committee and facilitate the development of the draft plan components based on the data and feedback • Engage with district leadership and the advisory committee to identify strategic initiatives, draft goals and metrics, and high-level initiatives aligned to the district's mission, vision, and core values statements • Create a feedback loop with stakeholders to inform revisions • Finalize the strategic plan using input from all stakeholders • Support the presentation of the board (or present) for adoption, as desired
Align Core Practices and Processes for Implementing a Systemwide Continuous Improvement Approach	<ul style="list-style-type: none"> • Facilitate an initial annual Strategy Review and Implementation Session with the district leadership team to review progress towards achieving current goals and: <ul style="list-style-type: none"> ○ identify areas working well / on track and those where adjustment may be necessary to achieve the desired outcomes, ○ prioritize / set goals for the upcoming school year aligned to the District goals ○ back map current programs and initiatives to the District's current goals and complete a start/stop/continue activity to identify gaps and support the prioritization of District resources aligned to the potentially highest-yield actions for the year • Facilitate the prioritization and planning of key actions related to the annual goals • Introduce the concept of 90-day strategy review cycles aligned to the strategic plan / priority implementation process to develop action and execution plans; support the leadership team in developing their implementation plan for the next 90 days • Establish a schedule for continuing and advancing the strategy review and implementation sessions with the leadership team throughout the year
Implement the Organizational Scorecard to Align District, Department and School Action Planning and Execution	<ul style="list-style-type: none"> • Implement an Organizational Scorecard process to operationalize the Strategic Plan • Identify annualized goals for inclusion on the District Scorecard • Create and cascade the District Scorecard to leaders throughout the organization to support aligned action planning and implementation • Provide training to leaders on using the Scorecard process to create aligned School and Department Scorecards with an emphasis on identifying and/or developing time-bound strategic actions and progress monitoring measures that are aligned to key (measurable) goals for continued improvement • Update and review progress monitoring measures and strategic actions throughout the year in alignment with data and desired outcomes (e.g., in strategy review and adjustment sessions – see "Short Cycle Action Planning" section)

Short Cycle Strategy and Action Planning Process	<ul style="list-style-type: none"> • Train on short cycle meeting processes to create a continuous improvement process and cadence with the leadership team • Facilitate meetings with the leadership team to support and debrief on progress measures and actions, such as (though not limited to): <ul style="list-style-type: none"> ○ Annual strategy development sessions to review data from the prior year, develop annual goals (aligned to the district goals, core values, and priorities) for the upcoming year, and determine key actions & initiatives ○ Quarterly strategy (action & outcome) review and adjustment sessions • Support the leadership in replicating a similar approach to short cycle meeting and planning processes with school leaders in the district
Validation Tools	<ul style="list-style-type: none"> • Create validation tools for strategic actions aligned to Strategic Plan / Priority Pillars • Work with the Superintendent to validate areas of need and highest priorities • Apply validation process with leaders

Included Resources to Achieve Results

To advance these goals, the following resources will be included throughout the life of this agreement.

- Up to seven (7) days with a consultant/coach annually, which may be virtual or onsite to accelerate work towards accomplishing the goals set forth in this agreement and for engaging in actions such as:
 - Facilitation of annual goal setting sessions / retreats with the leadership team.
 - Providing integrated leadership development and / or formal Leadership Development Institutes.
 - Supporting leaders with the Scorecard development and implementation process, with the survey results rollout process, and in leveraging other related continuous improvement tools and strategies.
 - Providing monthly planning, coordination, and coaching calls (aligned to the continuous improvement model and approach) with the Superintendent (with others to join calls as desired and identified by the Supt.) to check in on 30 to 90-day expectations for the leadership team, to provide integrated coaching, and for Huron Studer Education to provide ongoing support.
- Up to three (3) additional days with a consultant/coach during the year in which the District elects to develop the RUSD Strategic Plan to provide added resources for the development process as an integrated part of the overall engagement and work together.
- Customized draft communication templates will be provided to the district to support announcements and invitations to stakeholders to participate in surveys, community forums, and/or focus group sessions.
- Custom development of an online survey / feedback loop to allow stakeholders to review and comment on draft components of the strategic plan is provided to build further engagement in the process and to inform revisions of the draft components.
- Data analysis services (of input gathered from community forums, focus group sessions, surveys, etc.) will be provided to analyze and share stakeholder perceptions to further inform the strategic plan development process.
- Access to Huron Studer Education standard feedback surveys (employee experience, parent/caregiver experience, student experience, and / or district support services) and implementation processes are included to provide additional data and metrics where needed to inform improvement efforts. The survey package is inclusive of online administration, results reports, and training in the roll out process for all Huron Studer EducationSM surveys that the District may elect to implement.

This process involves:

- Administering online surveys and providing URLs to the District for sharing with and completion by designated audience;
- Drafting emails with URL announcing the surveys;
- Access to online Survey Results Reports, with analysis at the District, Department, and School levels
- Supporting and training the Superintendent and leaders to communicate / roll out the results;

- Presenting survey results to the leadership team, and providing benchmark data for comparison purposes; and
- Setting improvement goals for all surveys at the District level for inclusion on the District Scorecard.
- Access to Huron Studer Education's Nine Principles Academy (NPA) core online "Leadership Fundamentals" courses (four total courses) is provided for up to 3 leaders in the District (by license – additional may be added as desired, and licenses may be reassigned annually) to provide additional resources for identified leaders for initial learning or reinforcing of core Evidence-Based LeadershipSM concepts.

Professional Fee and General Terms

Huron Studer Education recommends a multi-year engagement to accomplish the identified goals and priorities and to ensure sustainable results. The term of this engagement is from July 1, 2023 to September 30, 2026. We serve at the pleasure of the Superintendent, and as such, you may request to discontinue the service of Huron Studer Education if at any time during our engagement you are not satisfied with the services. Likewise, if Huron Studer Education determines at any time that the district will not achieve its results, we will discuss this with you to adjust our work plan or withdraw without further invoicing. In either occurrence, the party requesting cancellation will provide 30-day notice unless the terms of the agreement have been otherwise breached by the other party.

The annual fee for this engagement is \$54,050 plus an annual 14% administration fee to cover all material, ancillary, technology (related to the delivery of included services) and any travel expenses. The professional fee will be invoiced in equal quarterly installments of \$15,404.25 each on the following schedule throughout the engagement term: Sept. 31, Dec. 31, Mar. 31, Jun. 30.

Huron Studer Education requests the district appoint a specific Accounts Payable contact to ensure timely and efficient delivery of invoices.

The general business terms found in Addendum I apply to this agreement.

* * *

As acceptance of the above, please print this document, sign and return it to us via fax, 850-332-5446, attention Ryan Hess or via email to rhess@hcg.com by July 1, 2023. The expiration of terms in our proposals (when not executed during the anticipated timeframe) allows us to keep dates and timelines in our proposals current and to ensure we are able to provide the best possible service to our current clients and to others with whom we may opt to extend an offer. Upon execution by both parties, this letter and its attachments will serve as a binding agreement by and between Huron Consulting Services LLC d/b/a Studer Education and Rescue Union School District.

Thank you sincerely for this opportunity to serve you and your district. We look forward to this opportunity to collaboratively make a difference in the lives of the students and stakeholders you serve.

Sincerely,



Dr. Janet Pilcher
Managing Director
Huron Consulting Services LLC d/b/a Studer Education

Signature Page Follows

Rescue Union School District

Agreed and accepted:

Jim Shoemake
Superintendent

Date

Accounts Payable Contact for invoice submissions:

Name: _____

Phone: _____

Email: _____

Addendum I: General Business Terms

These General Business Terms, together with the Engagement Letter (including any and all attachments, exhibits and schedules) constitute the entire understanding and agreement (the “Agreement”) between us with respect to the services and deliverables described in the Engagement Letter. If there is a conflict between these General Business Terms and the terms of the Engagement Letter, these General Business Terms will govern, except to the extent the Engagement Letter explicitly refers to the conflicting term herein.

1. Our Services and Deliverables We will provide the services and furnish the deliverables (the “Services”) as described in our Engagement Letter and any attachments thereto, as may be modified from time to time by mutual consent.

2. Independent Contractor We are an independent contractor and not your employee, agent, or joint business venturer, and will determine the method, details and means of performing our Services.

3. Fees and Expenses (a) Our fees and payment terms are set out in our Engagement Letter and/or proposal.

(b) We reserve the right to suspend Services if invoices are not timely paid, in which event we will not be liable for any resulting loss, damage or expense connected with such suspension.

4. Confidentiality and Privacy (a) With respect to any information supplied in connection with this engagement and designated by either of us as confidential, or which the other should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure (“Confidential Information”), the other agrees to protect the confidential information in a reasonable and appropriate manner, and use confidential information only to perform its obligations under this engagement and for no other purpose. This will not apply to information which is: (i) publicly known, (ii) already known to the recipient, (iii) lawfully disclosed by a third party, (iv) independently developed, (v) disclosed pursuant to legal requirement or order, or (vi) disclosed to taxing authorities or to representatives and advisors in connection with tax filings, reports, claims, audits and litigation.

(b) Confidential Information made available hereunder, including copies thereof, shall be returned or destroyed upon request by the disclosing party; provided that the receiving party may retain other archival copies for recordkeeping or quality assurance purposes and receiving party shall make no unauthorized use of such copies.

(c) We agree to use any personally identifiable information and data you provide us only for the purposes of this engagement and as you direct, and we will not be liable for any third-party claims related to such use. You agree to take necessary actions to ensure that you comply with applicable laws relating to privacy and/or data protection, and acknowledge that we are not providing legal advice on compliance with the privacy and/or data protection laws of any country or jurisdiction.

(d) You acknowledge and agree that data about your institution may be collected by Huron Consulting Services LLC through the Service for benchmarking and industry trend analysis purposes. All data used in conducting benchmarking analysis will be reported in aggregate form only and will not contain your confidential information. Your institutional identity will not be directly associated with institutional data made available to third parties as a result of benchmarking studies and other Thought Leadership activities. Our collection, use, and disclosure of anonymous or aggregated information are not subject to any of the restrictions in Huron’s privacy policy.

(e) We may also mention your name and provide a general description of the engagement in our client lists or marketing materials.

5. Our Deliverables and Your License Upon full and final payment of all amounts due us in connection with this engagement, all right, title and interest in the deliverables set out in our Engagement Letter will become your sole and exclusive property, except as set forth below. We will retain sole and exclusive ownership of all right, title and interest in our work papers, proprietary information, processes, methodologies, know-how and software

("Huron Property"), including such information as existed prior to the delivery of our Services and, to the extent such information is of general application, anything which we may discover, create or develop during our provision of Services for you. To the extent our deliverables to you contain Huron Property, upon full and final payment of all amounts due us in connection with this engagement, we grant you a non-exclusive, non-assignable, royalty-free, perpetual license to use it in connection with the deliverables and the subject of the engagement and for no other or further use without our express, prior written consent. If our deliverables are subject to any third party rights in software or intellectual property, we will notify you of such rights. Our deliverables are to be used solely for the purposes intended by this engagement and may not be disclosed, published or used in whole or in part for any other purpose.

6. Your Responsibilities. To the extent applicable, you will cooperate in providing us with office space, equipment, data and access to your personnel as necessary to perform the Services. You shall provide reliable, accurate and complete information necessary for us to adequately perform the Services and will promptly notify us of any material changes in any information previously provided. You acknowledge that we are not responsible for independently verifying the truth or accuracy of any information supplied to us by or on behalf of you.

7. Our Warranty We warrant that our Services will be performed with reasonable care in a diligent and competent manner. Our sole obligation will be to correct any non-conformance with this warranty, provided that you give us written notice within 10 days after the Services are performed or delivered. The notice will specify and detail the non-conformance and we will have a reasonable amount of time, based on its severity and complexity, to correct the non-conformance.

We do not warrant and are not responsible for any third party products or services. Your sole and exclusive rights and remedies with respect to any third party products or services are against the third party vendor and not against us.

THIS WARRANTY IS OUR ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLE, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED.

8. Liability and Indemnification (a) This engagement is not intended to shift risk normally borne by you to us. To the fullest extent permitted under applicable law, you agree to indemnify and hold us and our personnel, agents and contractors harmless against all costs, fees, expenses, damages, and liabilities (including reasonable defense costs and legal fees), associated with any legal proceeding or other claim brought against us by a third party, including a subpoena or court order, arising from or relating to any Services that you use or disclose, or this engagement generally. This indemnity shall not apply to the extent a claim arises out of our gross negligence or willful misconduct, as finally adjudicated by a finder of fact.

(b) We will not be liable for any special, consequential, incidental, indirect or exemplary damages or loss (nor any lost profits, savings or business opportunity). Further, our liability relating to this engagement will in no event exceed an amount equal to the fees (excluding taxes and expenses) we receive from you for the portion of the engagement giving rise to such liability.

(c) Neither of us will be liable for any delays or failures in performance due to circumstances beyond our reasonable control.

9. Termination

(a) Termination for Convenience. Either party may terminate this Agreement for convenience at any time on 30 days' prior written notice to the other.

(b) Termination for Breach. Either party may terminate this Agreement for breach if, within 15 days' notice, the breaching party fails to cure a material breach of this Agreement.

(c) To the extent you terminate this Agreement for convenience, you will pay us for all Services rendered, effort expended, expenses incurred, contingent fees (if any), or commitments made by us to the effective date of termination. This includes your remittance and our retention of cost billed prior to the termination data and that of a final bill which is a prorated amount relative to the annual contract cost. To the extent you terminate this Agreement for breach, you will pay us for all conforming Services rendered and reasonable expenses incurred by us to the effective date of the termination.

(d) Further, we reserve the right to terminate this Agreement at any time, upon providing written notice to you, if conflicts of interest arise or become known to us that, in our sole judgment, would impair our ability to perform the Services objectively or for other cause.

(e) The terms of this Agreement which relate to confidentiality, ownership and use, limitations of liability and indemnification, non-solicitation and payment obligations shall survive its expiration or termination.

10. General (a) This Agreement supersedes all prior oral and written communications between us, and may be amended, modified or changed only in a writing when signed by both parties.

(b) No term of this Agreement will be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.

(c) We each acknowledge that we may correspond or convey documentation via Internet e-mail and that neither party has control over the performance, reliability, availability, or security of Internet e-mail. Therefore, neither party will be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond our reasonable control.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to conflict of law rules. The parties hereto agree that any and all disputes or claims arising hereunder shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any arbitration will be conducted in Chicago, Illinois. Any arbitration award may be entered in and enforced by any court having jurisdiction thereof, and the parties consent and commit themselves to the jurisdiction of the courts of the State of Illinois for purposes of any enforcement of any arbitration award. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

(e) If any portion of this Agreement is found invalid, such finding shall not affect the enforceability of the remainder hereof, and such portion shall be revised to reflect our mutual intention.

(f) This Agreement shall not provide third parties with any remedy, cause, liability, reimbursement, claim of action or other right in law or in equity for any matter governed by or subject to the provisions of this Agreement

* * *

PROJECT INSPECTOR QUALIFICATION AND APPROVAL

This form must be completed by the Design Professional in General Responsible Charge and the Project Inspector. Form must be signed and dated by the Project Inspector, School District/Owner, Design Professional in General Responsible Charge, and Structural Engineer (when applicable). The completed, signed form must be submitted to the Division of the State Architect (DSA) by the Design Professional in General Responsible Charge to ensure DSA approval of the Project Inspector prior to the commencement of construction work (for Original Request) or before continuation of construction work (for Replacement Inspector).

1. PROJECT INFORMATION (Completed by the Design Professional.)			
School District/Owner: Rescue Union School District		DSA File #: 9 45	
Project/School Name: Green Valley Elementary Admin/Kindergarden Mod		DSA App. #: 02 - 120925	
Project Class: 3	Estimated Construction Start Date of the work requiring inspection: 07-04-2023		
Will Assistant Inspector(s) be required on this project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Type of DSA approval requested:		DSA 5-PI Submittal Date:	
<input checked="" type="checkbox"/> Project Inspector		<input checked="" type="checkbox"/> Initial Request	
<input type="checkbox"/> Request for Approval of Replacement Project Inspector		<input type="checkbox"/> Revised Request	
2. PROJECT INSPECTOR'S INFORMATION (Completed by the Project Inspector.)			
Name: michael martin			
Work Address: p.o. box 295			
City: Hathaway Pines		State: CA	ZIP: 95233
Work Phone: 209 743 2286		Work Email: tamike70@gmail.com	
DSA Certification Class: 1	DSA Certification #: 5209	Expiration Date: 6-11-2025	
3. PROJECT INSPECTOR'S EXPERIENCE RECORD (Completed by the Project Inspector.)			
List at least three previous projects that best qualify you to perform inspection services for the project described above. Identify projects by name and (where available) identification/project number(s).			
A. Project Name: New Jerusalem Elementary Gymnasium			
DSA Application #: (If applicable.) 02-111995		Job Duties (Role):	
Construction Cost: \$ 4,000,000		<input checked="" type="checkbox"/> Project Inspector <input type="checkbox"/> Assistant Inspector	
Type: <input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Alteration <input type="checkbox"/> Relocatable Bldgs.		<input type="checkbox"/> Field Superintendent	
New Construction Sq. Ft.: 10,000		<input type="checkbox"/> Other:	
Structural systems of new construction or structural alterations:		Dates Employed:	
<input type="checkbox"/> Wood Shear Wall <input type="checkbox"/> Concrete/Masonry Shear Wall <input checked="" type="checkbox"/> Steel Frame		From: 06/11/11 To: 08/10/13	
Employer: New Jerusalem School District		Contact Name: David Thoming	
Work Contact Email: dthoming@njes.org		Work Contact Phone: 209 830 6789	
B. Project Name: Bret Harte High Multi use bldg			
DSA Application #: (If applicable.) 02-110376		Job Duties (Role):	
Construction Cost: \$ 3,000,000		<input checked="" type="checkbox"/> Project Inspector <input type="checkbox"/> Assistant Inspector	
Type: <input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Alteration <input type="checkbox"/> Relocatable Bldgs.		<input type="checkbox"/> Field Superintendent	
New Construction Sq. Ft.: 7,000		<input type="checkbox"/> Other:	
Structural systems of new construction or structural alterations:		Dates Employed:	
<input checked="" type="checkbox"/> Wood Shear Wall <input checked="" type="checkbox"/> Concrete/Masonry Shear Wall <input type="checkbox"/> Steel Frame		From: 06/03/09 To: 06/03/10	
Employer: Bret Harte Union High School District		Contact Name: Michael Chimente	
Work Contact Email: mchimente@bhuhsd.k12.ca.us		Work Contact Phone: 209 736 8340	

PROJECT INSPECTOR QUALIFICATION AND APPROVAL

DSA File #: 9 45

DSA App. #: 02 - 120925

C. Project Name: Sonora High Measure J projects	
DSA Application #: (If applicable.) 02-113430	Job Duties (Role):
Construction Cost: \$18,000,000.00	<input checked="" type="checkbox"/> Project Inspector <input type="checkbox"/> Assistant Inspector
Type: <input checked="" type="checkbox"/> New Construction <input checked="" type="checkbox"/> Alteration <input type="checkbox"/> Relocatable Bldgs. New Construction Sq. Ft.: 10,000	<input type="checkbox"/> Field Superintendent <input type="checkbox"/> Other:
Structural systems of new construction or structural alterations: <input checked="" type="checkbox"/> Wood Shear Wall <input checked="" type="checkbox"/> Concrete/Masonry Shear Wall <input type="checkbox"/> Steel Frame	Dates Employed: From: 04/15/16 To: 08/15/18
Employer: Sonora Union High School District	Contact Name: Mike McCoy
Work Email: tamike70@gmail.com	Work Phone: 209 533-8510

4. PROJECT INSPECTOR'S TIME COMMITMENT/WORKLOAD (Completed by the Project Inspector.)

Specify your time commitment to this project:

☐ Full Time (40 hours per week) ☒ Part Time Anticipated average hours per week: 3
Will you be working concurrently on other school projects? ☐ Yes ☒ No

If yes, list each project below. (Attach additional sheets if necessary.)

DSA Application #	Project Name	Project Location (City)	Project Class	Avg. Hrs. per Wk.	% Complete
02-120588	Sonora Elementary Shade Structure	Sonora Ca	3	6	10
02-120214	Oak Ridge AT&T equipment	El Dorado Hills	3	3	0
02-119897	Oak Ridge High Towers	El Dorado Hills CA	3	4	0
02-120560	Copperopolis Elementary Shade	Copperopolis Ca	3	2	0

Will you be working concurrently on non-school projects or other employment? ☐ Yes ☒ No

If yes, list each project below. (Attach additional sheets if necessary.)

Project Name	Project Location (City)	Type of Construction	Job Duties/Role	Avg. Hrs. per Wk.	% Complete

5. PROJECT INSPECTOR'S AFFIDAVIT

I hereby certify under penalty of perjury that all information reported in Sections 2, 3 and 4 of this form is true, and I understand and agree that any misstatement of material fact contained in this form will be sufficient cause for withdrawal of my DSA approval for this project. I further certify that I am aware that my DSA Project Inspector Certification must remain valid throughout the duration of my assignment to the project identified in Section 1 of this form.

If appointed, I will accept the responsibilities of Project Inspector and will perform the duties as prescribed by Education Code Sections 17280–17316 (for public schools), or 81130–81147 (for community colleges), or Health and Safety Code Sections 16000–16023 (for essential services buildings).

Signature: Michael Martin Digitally signed by Michael Martin Date: 2023.06.01 10:54:14 -07'00' Print Name: Michael Martin Date: 06/01/23

PROJECT INSPECTOR QUALIFICATION AND APPROVAL

DSA File #: 9 45

DSA App. #: 02 - 120925

6. SCHOOL DISTRICT/OWNER'S AFFIDAVIT

The inspector named on this form has been selected by the School District/Owner, on condition of acceptance by the Design Professional in general responsible charge, and approval by DSA.

I further certify that: *(Check one that applies.)*

☒ The inspector will be employed/contracted directly by the School District/Owner.

☐ The inspector will be employed/contracted by the following entity, _____
which provides only project inspection services to the School District/Owner:

This individual is to provide competent, adequate project inspection during construction of this project. I understand that the Project Inspector will act under the general direction of the Design Professional in general responsible charge. The inspector shall be directly responsible to the School District/Owner.

I am aware that any replacement of the approved Project Inspector must be completed only upon approval of the replacement inspector by DSA and prior to continuation of construction work.

Signature:  Print Name: Lisa Donaldson Date: 6/1/23

Title: Assistant Superintendent of Business Services

7. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE'S AFFIDAVIT

I find the inspector named on this form to be suitably qualified and satisfactory to perform the duties of Project Inspector on this project, as described in CCR, Title 24, Part 1, Sections 4-219 (for essential services buildings) or 4-342 (for public schools and community colleges). My assessment is based on: *(Check one.)*

☐ Interview: (Date of interview.) _____ OR ☒ Prior Professional Relationship.

I will provide general direction of the work of the Project Inspector.

If I become aware of any significant changes to the information reported herein I will submit a revised form DSA 5-PI to DSA. I will submit a form 5-PI to DSA for any replacement inspectors to ensure DSA approval of the replacement inspector prior to continuation of construction work.

Signature:  Print Name: Mitchell A. McAllister Date: 06/01/23

8. STRUCTURAL ENGINEER'S AFFIDAVIT (Complete when structural work is delegated to Structural Engineer on line 24a of form DSA 1.)

I find the inspector named on this form to be suitably qualified and satisfactory to perform the duties of Project Inspector on this project, as described in CCR, Title 24, Part 1, Sections 4-219 (for essential services buildings) or 4-342 (for public schools and community colleges). My assessment is based on: *(Check one.)*

☐ Interview: (Date of interview.) _____ OR ☒ Prior Professional Relationship.

I will provide general direction of the work of the Project Inspector.

If I become aware of any significant changes to the information reported herein I will submit a revised form DSA 5-PI to DSA. I will submit a form DSA 5-PI to DSA for any replacement inspectors to ensure DSA approval of the replacement inspector prior to continuation of construction work.

Signature: _____ Print Name: William P. Larson Date: _____

**APPROVAL BY
DIVISION OF
THE STATE
ARCHITECT**

Signature of the
DSA Field Engineer:

Print Name:

Date:

Submit this form electronically to the DSA Regional Office with construction oversight authority for the project:

☐ DSA OAKLAND
Oakfielddocs@dgs.ca.gov

☒ DSA SACRAMENTO
Sacfielddocs@dgs.ca.gov

☐ DSA LOS ANGELES
LAfielddocs@dgs.ca.gov

☐ DSA SAN DIEGO
SDfielddocs@dgs.ca.gov

PROJECT INSPECTOR QUALIFICATION AND APPROVAL

DSA File #: 9 45

DSA App. #: 02 - 120925

4. PROJECT INSPECTOR'S TIME COMMITMENT/WORKLOAD (Completed by the Project Inspector.)

Specify your time commitment to this project:

☐ Full Time (40 hours per week)
 ☒ Part Time
 Anticipated average hours per week: 2
Will you be working concurrently on other school projects? ☐ Yes ☒ No

If yes, list each project below. (Attach additional sheets if necessary.)

DSA Application #	Project Name	Project Location (City)	Project Class	Avg. Hrs. per Wk.	% Complete
02-120997	gold trail transfer switch	placerville	3	2	0
02-121458	lake don pedro transfer switch	lake don pedro	3	2	0
02-120221	Bret Harte HVAC	Angels Camp	3	2	0
02-120351	Toyon Middle School Waste water Mod	Toyon	3	3	0

Will you be working concurrently on non-school projects or other employment? ☐ Yes ☒ No

If yes, list each project below. (Attach additional sheets if necessary.)

Project Name	Project Location (City)	Type of Construction	Job Duties/Role	Avg. Hrs. per Wk.	% Complete

PROJECT INSPECTOR QUALIFICATION AND APPROVAL

DSA File #: 9 45

DSA App. #: 02 - 120925

4. PROJECT INSPECTOR'S TIME COMMITMENT/WORKLOAD (Completed by the Project Inspector.)

Specify your time commitment to this project:

☐ Full Time (40 hours per week) ☒ Part Time Anticipated average hours per week: 2

Will you be working concurrently on other school projects? ☐ Yes ☒ No

If yes, list each project below. (Attach additional sheets if necessary.)

DSA Application #	Project Name	Project Location (City)	Project Class	Avg. Hrs. per Wk.	% Complete
02-120296	South Lake Tahoe Modular	South Lake Tahoe	3	3	0
02-120295	Pinewood Elementary Modular	pollock Pines	3	3	0
02-120878	Pioneer Transfer Switch	Sommerset	3	2	0
02-120877	Woodland Transfer switch	woodland	3	2	0

Will you be working concurrently on non-school projects or other employment? ☐ Yes ☒ No

If yes, list each project below. (Attach additional sheets if necessary.)

Project Name	Project Location (City)	Type of Construction	Job Duties/Role	Avg. Hrs. per Wk.	% Complete

MICHAEL MARTIN
P.O. Box 295 Hathaway Pines CA 95233
Phone/Fax (209) 795-2364 cell (209) 743-2286
DSA Level 1 cert# 5209

Date: 06/01/2023

To: Rescue Union School District
2390 Bass lake Rd
Rescue, CA 95672

Subject: Proposal for inspection services for the Green Valley Elementary School project
DSA App# 02-120925

District Superintendent,

I will provide inspection services per DSA requirements as Project Inspector for the above listed projects for 2% of the final construction cost. This includes required duties for continuous inspection as defined by DSA.

If you have any questions or would like to discuss my proposal please let me know.

Thank you for your consideration, Mike Martin

Inspector

X *michael martin* 06--01-23

accepted: *Lisa Donaldson*
[Signature]
6/1/23

PROPOSAL SUBMITTED TO Jackson Elementary School		PHONE (530) 417-4908	DATE 5/24/2023
STREET 2561 Francisco Drive		JOB NAME Install drainage system	
CITY, STATE AND ZIP CODE El Dorado Hills CA 95762		JOB LOCATION 2561 Francisco Drive	
ARCHITECT bpage@rescueusd.org	DATE OF PLANS	FAX	JOB PHONE

We hereby submit specifications and estimates for the following work:

Install new drainage system from upper playground area down to the sloped area across the street to the drainage easement area.

1. Price includes : 60 linear feet of 12" steel culvert, including adapters and bands, two concrete drain inlet boxes with steel frames and grates. One grate will be wet-set into concrete gutter at the street.
2. Concrete sidewalk demo and replacement: saw-cut and remove asphalt at street area of approximately 24' x 3', haul spoils off-site.
3. Excavate trench totaling 70 linear feet. Install 18" metal culvert ending at drainage area.
4. Rock line outlet side of new pipe with 8" x 12" angular rip rap rock. 12 tons of rip rap estimated.
5. Patch pave street trench area of approximately 24' x 3' with 4" compacted depth asphalt rolled smooth. Three tons of asphalt estimated.

Lump Sum \$ 41,927.00

Note: Prevailing wage figured.

Exclusions: Permits or fees, bonds, repair or relocation of any existing utilities, soils or compaction testing, erosion measures, asphalt sealing, anything not specifically described in the proposal.

TLA

If accepted, please sign and return second copy

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board, 1020 N. Street, Sacramento, California 95814.

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:
Forty-one thousand, nine hundred twenty-seven & 00/100 \$41,927.00

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers carefully covered by Workmen's Compensation insurance.

Payment to be made within 30 days.
No credit or debit cards accepted.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of acceptance

5/30/23

Signature

GORDON J. VICINI, President
Note: This proposal may be withdrawn by us if not accepted within 30 days

Signature

(OWNER OR AUTHORIZED AGENT)

"NOTICE TO OWNER"

Under the Mechanics' Lien Law (California Code of Civil Procedure, Section 1181 et seq.), any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full. If the subcontractor, laborer, or supplier remains unpaid.



3841 Quest Ct., Unit 12, Shingle Springs, CA 95682
Office (530) 676-3274 -- FAX (530) 676-3818
State License # 704455
Serving El Dorado and Surrounding Counties Since 1995
www.bayshorepaints.com

May 26, 2023

Name: Marina Village School (Attn: Brandon Page)

Job Address: 1901 Francisco Dr., El Dorado Hills, CA 95762

Cell Phone: 530-417-4908

Email: bpage@rescueusd.org

Job Description: Exterior Repaint

Two Color Combo

Full Power Wash

Hand Scrape Loose & Peeling Paint

Full Primer/Sealer: On Bare-Wood & Moldy Areas (e.g. Eaves)

Product: SW Pro-Block

Full Wood Stabilizer: On Badly Checked Wood & Peeling Paint (e.g. Sun Sides)

Product: SW RX Primer

Touch-up Caulking: On Misc. Siding, Window & Door Trim

Product: SW Powerhouse Elastomeric Sealant

Siding: Two Coat System

(With Back-Roll)

Product: SW Exterior Super Paint Satin Enamel (Similar Color)

Trim: Two Coat System

Product: SW Exterior Super Paint Satin Enamel (Same Color)

Note: Trim Consists of Same Trim Color Placement

Doors: Two Coat System

Complete Scuff Sand

Touch-up Caulking

Spot Prime as Needed

Two Coat Finish

Product: SW Emerald Urethane Satin Enamel

Note: Doors Consist of Exterior Side of Entry Door & Frame Only

Inclusions: Visual Portion Between Units will Be Painted

Exclusions: Non Visual Portion Between Units, Railing & Interior of Entry Door

TOTALS:

(2 Count) UNITS: \$7,960.00

6 UNITS: \$23,879.00

Job Name: Brandon Page

The above price, specifications and conditions are hereby accepted. Bayshore Painters, Inc. is authorized to do the work as specified, **labor & material included**. Payments will be made as outlined below.

Payments to be made as follows: 10% down at start up. Final Upon Completion.

Workmanship and Material Warranted for One Year Upon Completion.

Bayshore Painters, Inc. does not warrant against fading of color

Bayshore Painters, Inc. carries State Required Liability and Workman's Compensation Insurance.

ARBITRATION: OWNER, CONTRACTOR IF YOU AGREE TO ARBITRATION, REVIEW THE "ARBITRATION OF DISPUTES" SECTION ATTACHED AND PLACE YOUR INITIALS.

You, the owner or tenant has the right to require the Contractor to have a performance and payment bond.

Contractor can charge you for the costs of procuring a bond.

The law requires that the Contractor give you a notice explaining your right to cancel.

Date 5/30/23 Signature 

Contractor Referrals

True Mark Construction – Specializing in Tile, Bath & Kitchen Remodeling

Daryl Williamson 916-500-9332 shelbietruemark@gmail.com

Macc Construction - General Construction & Repair, Matt Warren 530-391-0255

maccwarrenconstruction@gmail.com

Mountain Drywall – Jim Lee 530-621-3406 mountaindrywall@hotmail.com

Jim Verner – Stucco 530-906-1481 jimgardenv@gmail.com

American Eagle Roofing – Sean 916-671-2915

John Muir Construction – Door Installer 916-628-4119

California Overhead Door – Jon Taylor 530-903-6375

Pleasant Valley Power & Lighting – Ralph 530-919-1038

SKI AIR

CA License #339581

PO Box 1054 El Dorado, CA 95623. Tel: (530) 626 - 4010 Fax: (530) 626 - 8831

www.ski-air.com

5/10/2023

Contract & Proposal

Page 1 of 2

Contractor	Rescue Union School District
Address	2390 Bass Lake Rd.
City, State, Zip	Rescue, CA 95672
Contact Info	530-677-4461, 530-677-5182
Job Location/Name	Revised: Marina Village Kitchen Mini Split Systems Install

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of the following:

Scope of Work

As Described in detail per attached "Exhibit A"

☒ Equipment:

☒ Carrier

☐ Other:

☐ Design Build ☒ Controls ☒ Utilities ☐ Air Distribution ☐ Venting

☒ Sheet Metal ☒ Sub Contract ☒ Prevailing Wage

**R-22 to be obsolete in the year 2010*

Exclusions:

☒ Permit* ☐ Electrical ☒ Gas Piping ☒ LP Tank ☐ Condensate Drains ☐ Mounting Pad Leveling

☒ Water Piping ☐ Cutting and Patching ☐ Prevailing Wage ☐ Roofing ☐ Architectural Sheet Metal

Features and Accessories

SEER	AFUE	ECONOMIZER	AIR PURIFIER
21 SEER	N/A	N/A	N/A

Additions/Deductions

Add Alternatives	Cost
Deduction Alternatives	Cost

Total Price: Twenty-Seven Thousand Eight Hundred Dollars & 00/100

\$27,800.00

Payments will be billed by percentage as work progresses.

Full Payment will be due upon completion

"Total Price" does not include Add Alternative/Deduction Alternative Prices

Initial: 

Permit

California State Law requires the Owner of the Property to obtain a Permit before work begins.

☒ I understand it is my responsibility as the Property Owner/General Contractor to Obtain a permit before work begins. Initial: WAO

☐ I request that Ski Air Inc. obtain a permit before work begins for an additional cost as listed in "Exhibit A". Initial: _____

Warranty	Total Years
Labor	One Year
Parts	One Year
Compressor Only (No Labor)	Five Years
Heat Exchanger	N/A

Payment Conditions

Balance in full is due upon completion. A 2% service charge per month to be added to all accounts which exceed 30 days past due from invoice date. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance upon above work. Worker's Compensation and Public Liability insurance on above work to be taken out by Ski Air Inc.

"Notice to Owner"**(Section 7019-Contractors License Law)**

Under the Mechanic's Lien Law, any contractor, sub-contractor, laborer, materialman, or other person who helps improve your property and is not paid for his labor, services or material has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement or modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond by recorder in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for payment in full of the claims of all persons furnishing labor, services, equipment, or materials for the work described in said contract.

Respectfully Submitted by: **BEAU VISINTIN**

SKI AIR INCORPORATED LIC#339581



5/10/2023

Please sign the acceptance of proposal and attached, Exhibit A

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted By: 

Date: 6/1/23

Contractors are required by law to be licensed and regulated by the Contractor's State Board. Any questions concerning a contractor may be referred to the register of the board whose address is: Contractor's State License Board 1020 N. Street, Sacramento, CA 95814

Initial: WAO

Purchased Materials and Equipment		Quantity
Description	EXHIBIT A	

CARRIER PERFORMANCE WALL HIGH 40MAQB30B3	2
CARRIER PERFORMANCE HEAT PUMP MINI-SPLIT 38MAQB30R3	2

7-DAY PROGRAMMABLE T-STAT W/ WIRE	2
-----------------------------------	---

MOUNT/SUSPEND INDOOR UNIT	2
CIRCUIT BREAKER UP TO 60 AMP	2
ELECTRICAL PER FT	125
CONDENSATE PIPING PER FT	30
CONDENSATE PUMP	2
R-LINES 1/4L-5/8S PER FT	30
CUT IN ROOF FLASHING	2
MISC. SEALANTS & ACCESSORIES	1

STANDARD CRANE PER HOUR	1
-------------------------	---

PREVAILING WAGE	1
-----------------	---

April 4th, 2023

Rescue Union School District
Brandon Page
2540 Green Valley Rd
Rescue, CA 95672



714 / 352-2226 Voice
714 / 352-2227 Fax
265 McCormick Avenue
Costa Mesa, California
92626-3308

Location: Pleasant Grove Middle School
2540 Green Valley Rd, Rescue, CA 95672

Subject: Rooftop HVAC Replacement

Dear Brandon Page,

ACCO Engineered Systems is pleased to offer this proposal to replace the existing 40-ton Carrier Gas Heat AC unit with a new Carrier unit of equivalent capacity.

Work to include:

Equipment and material:

Provided by ACCO

1. One (1) 40-ton Carrier Rooftop Gas Heat Packaged Unit
2. Seismic bracing for the new A/C unit and factory roof curb (to existing structure)
3. New electrical disconnect (NEMA 3R) at the equipment, with weatherproof connections.

Scope of Work:

Engineering

1. Rooftop conceptual drawing as required for over the counter mechanical permit.
2. Pull over the counter mechanical permit.

Rooftop Package Unit Replacement

1. Coordinate project schedule with RUSD facilities.
2. Deliver unit to the job site in preparation for rig.
3. Disconnect power to the units and safe off existing controls.
4. Demolish existing rooftop units and properly dispose.
5. Install and attach factory roof curb.
6. Lift the unit onto the roof and securely fasten to the roof.
7. Attach economizer kit, connect drain & condensate connection, and install new outdoor rated electrical disconnect.
8. Reconnect existing controls to thermostat
9. Startup unit and check for proper operation.
10. Meet with city inspector and secure final permit sign-off.

Pricing:

40-Ton Rooftop Package Unit Replacement Base Bid \$ 107,020.00

Exclusions

1. New Title-24 calculations or heat load sizing calculations.
2. Repairs or modifications to ductwork.
3. Structural upgrades under A/C units if required due to increased weight loading.
4. Modifications or additions to architectural screening.
5. Certified air balance / Duct Cleaning
6. Over Time Labor.
7. Upgrades to electrical circuits such as breakers, panels, wire size, etc.
 - a. Increase in electrical load may require increased fuse or wire size, to be determined during design phase and any additional costs shall be provided as a change order.
8. Installation of roof service walkway mats.
9. Side-shot ductwork, any exterior ducting.
10. New thermostat.
11. Temporary heating or cooling equipment.
12. Duct pressure testing.
13. Third party commissioning or requests.

Clarifications

1. ACCO to obtain required City of El Dorado over-the-counter mechanical permit.
2. ACCO will provide digital photos and related store documentation to be uploaded to Service Channel work order number.
3. If required, structural review is included in this proposal. Structural upgrades to the building are not included.
4. Since this equipment is being replaced, in-kind ACCO has not included engineering fees to prepare new heat load calculations.
5. If the new unit height will be taller than the existing, line of sight calculations will be done prior to installation.
6. ACCO will furnish materials to protect the integrity of the roof during the project. The cost for any pre and/or post construction inspections (if necessary) is not included in our proposal.
7. ACCO proposal is based on all existing mechanical and plumbing systems are in good working order and are installed per code.
8. ACCO assumes that all circuit breakers are properly labeled to the corresponding AC equipment. ACCO has not included costs to identify which breaker turns off each unit.

Terms and Conditions

Warranties

- ACCO agrees to provide the owner with all manufacturers product warranties, which shall not be less than one year from date of completion. Warranties do not include preventive maintenance services.

Acceptance of Completed Work

- This date shall be deemed to be 30 consecutive days after the completion of the installation. Permits and final inspection must also be finalized within the 30 days of use.

Payment terms

- This proposal is valid for 30 days.
- Billing may be required for stored equipment and / or materials

Installation Period and Completion

- ACCO agrees to start the work after receiving a contract signed by the owner or its authorized representative. The owner agrees not to unreasonably withhold access or utilities during the installation.

Insurance

- ACCO agrees to provide and keep in force during the installation and warranty period insurance coverage in the amounts defined herein for ACCO workmanship and liabilities related to this work. Commercial General Liability Aggregate \$2,000,000 Automobile Liability \$1,000,000 and Worker's Compensation and employers' Liability, Per Statutory Requirements.

Thank you for allowing ACCO the opportunity to provide you with this proposal and we look forward to working with you and your team. Should you have any questions or require additional information, please feel free to contact us.

Respectfully Submitted,

ACCO Engineered Systems

Greg Gordon

Greg Gordon

Project Manager

ACCO Engineered Systems

Approved By: 

Date: 5/30/23

CC:

Jahque Wilson

Jahque Wilson

Project Engineer

jawilson@accoes.com



PETER M. BERCHTOLD, ARCHITECT

May 22, 2023

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

RE: Fee Proposal for Pleasant Grove M.S. Kitchen Remodel and Expansion

Dear Lisa:

Thank you for giving me the opportunity to provide architectural services to your District.

SCOPE OF SERVICES:

The scope of services shall be broken down into the following standard architectural phases. Architectural Fees shall be as outlined:

Schematic Design (SD)	\$25,045.00
Design Development (DD)	\$33,540.00
Construction Documents (CD)	\$88,430.00
DSA Submittal / Approval (DSA)	\$12,895.00
Construction Administration (CA)	\$32,290.00

Total Fee **\$192,200.00**

Billing will occur monthly or at appropriate project intervals. Payment shall be made within 30 days of receiving the billing statement.

(Continued following page)

Extra Services:

The following services are not included in the basic proposal. The Architect shall be additionally compensated for work hereunder when Architect requests such services in writing.

- Design services to provide alternate bid items and descriptions of phased construction.
- Employment of special sub-consultants at the request of the District or approving agency.
- Detailed itemized cost estimates
- Life cycle cost analysis, energy effectiveness studies
- Landscape design services including landscape irrigation
- Structural feasibility study

Services furnished and paid for directly by the District:

- Topographic survey
- Geotechnical Report

Reimbursable Expenses:

- Postage other than for general correspondence
- Plan check permit and inspection fees required by the approving agencies
- Printing and reproduction costs

Reimbursable expenses will be billed at actual cost


If this proposal is acceptable please sign and return one copy to Peter M. Berchtold, Architect.

Sincerely,



Peter M. Berchtold, Architect

Accepted

 5/31/23

Lisa Donaldson
Assistant Superintendent of Business
Services
Rescue USD



PREPARED FOR

Brandon Page

Rescue Union School District

(530) 672-4300

bpage@my.rescueusd.org

05/16/2023

Rescue USD-Pleasant Grove
MS-MPR Flooring Opt2

Project Number 1-2-24038

Contact

Andrew Keeter
1800 E. McFadden Ave.
Santa Ana, CA

andrew.keeter@theKYAgroup.com

Pages 6

CA LICENSE #984827 B + C15

DIR #1000003379



Proposal: 1-2-24038

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

Date: May 16, 2023
Terms: Net 30

c/o: Rescue Union School District
RA: Andrew Keeter

RA Phone:

RA Email: andrew.keeter@theKYAgroup.com

Site: Pleasant Grove Middle (Rescue Union Elementary)

Address: 2540 Green Valley Rd.
95672

Site Qualifications and General Scope of Work

DIR # 1000003379

Scope of Work

Remove existing vct

Prepare subfloor to receive new VCT

Apply new VCT (one color) by Armstrong Standard Excelon

Cut in VCT gamelines.

- One main Basketball Court,
- One main Volleyball Court

Qualification;

Work to be performed Monday-Friday excluding holidays

Work to be performed during normal business hours, which are 6:00am-5:00pm

Off hours or Overtime can be contracted for

An AHERA report will need to be provided by district prior to contract being signed

Exclusions;

Abatement, containment or disposal of toxic material

Moving or storing of any furniture, equipment or fixtures in work area

Warranty for material or workmanship outside of designated work area

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote.

Initials _____

*This is a legal agreement - please read carefully
Complete and Initial all pages*

Proposal Number 1-2-24038



SCOPE OF WORK - PRICING

	Quantity	U/M	Price	Value
Rescue USD-Pleasant Grove MS-MPR Flooring Opt2				
<u>Armstrong Standard Excelon Imperial Texture--</u>	80.00	CT	\$82.81	\$6,624.80 T
<u>S-515 Clear Thin Spread 4gal--</u>	3.00	EA	\$107.76	\$323.28 T
<u>S-725 Cove Base Adhesive 30oz tube--</u>	5.00	EA	\$9.89	\$49.45 T
<u>Flexco Wallflowers Wall Base 4" Cove --</u>	360.00	FT	\$1.26	\$453.60 T
<u>Basketball Court 1/8" #50517 (incl. 50518) Black-- (NIC)</u>	1.00	EA	\$2,387.14	\$2,387.14 T
<u>Armstrong Feature Strips 2" (48 liner feet)-- (NIC)</u>	7.00	CT	\$157.14	\$1,099.98 T
<u>Apply Armstrong Standard Excelon VCT</u>	3,500.00	SF	\$2.63	\$9,205.00
<u>Removal and Disposal of Existing VCT</u>	3,500.00	SF	\$1.89	\$6,615.00
<u>Apply 4" Rubber Topset Base</u>	300.00	LF	\$2.41	\$723.00
<u>Cut in gamelines</u>	28.00	HRS	\$171.96	\$4,814.88
<u>Project Management Overhead</u>	1.00	EA	\$1,285.71	\$1,285.71
<u>Freight</u>	1.00	EA	\$200.00	\$200.00
<u>Bonding Fee</u>	1.00	EA	\$419.03	\$419.03
Sales Tax	1.00	EA	\$793.02	\$793.02
	Total Price			\$34,993.89

Initials _____

*This is a legal agreement - please read carefully
Complete and Initial all pages*

Proposal Number 1-2-24038



CONDITIONS AND WARRANTY

1) Proposal:

The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services LLC reserves the right to implement this surcharge when applicable.

Any job that is accepted prior to December 31st of the current year and scheduled to install after December 31st of the current year is subject to price increase

2) Purchase:

By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services LLC, (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work" sections in this agreement, above.

3) Standard Exclusions:

Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:

Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment:

Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services LLC 1800 E McFadden Ave, Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:

Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit's, Permit Fees, Plans, Engineering Drawings and Surveying:

Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:

Manufacturing lead-time and delivery varies depending on the product purchased.

Initials _____

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Complete and Initial all pages*

Proposal Number 1-2-24038



9) Returned Product, Deposits and/ or Cancelled Order:

From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:

"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process.

Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:

During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:

Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made. COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).

The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:

To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:

The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

Initials _____



15) Force Majeure: Impracticability:

The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:

Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement: No Reliance:

This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:

This agreement creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:

This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:

Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the
date executed by the Company:

KYA Services LLC

Accepted by:

Signature:

Signature:

Andrew Keeter

By: (Print)

Lisa Donaldson

By: (Print)

Andrew Keeter

Title:

Asst. Superintendent

Title:

Regional Advisor

Date:

6/6/23

Date:

May 16, 2023

Initials _____

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Complete and Initial all pages*

Proposal Number 1-2-24038

BID FORM

FOR

**Green Valley Elementary School
Administration / Kindergarten Modernization**

DSA APP # 02-120925

CUPCCAA Bid No. 2023-GV001

FOR

**RESCUE UNION SCHOOL DISTRICT
2390 Bass Lake Road
Rescue, CA 95672**

CONTRACTOR NAME: CARTER-KELLY, INC.

ADDRESS: P.O. BOX 1477

PLACERVILLE, CA 95667

TELEPHONE: (530) 621-0950

FAX: (530) 621-2344

EMAIL JIMC@CARTERKELLY.COM

TO: Rescue Union School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

CUPCCAA BID NO. 2023-GV001

Green Valley Elementary School – Administration / Kindergarten Modernization

in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Business Services Office of said District for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM/ADDENDA:

Number	Number	Number	Number	Number	Number	Number
01	02	03	04			

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

Two Million One hundred Eleven thousand Five Hundred Ninety Five DOLLARS $\frac{no}{100}$
(\$ 2,111,595.00)

4. TIME FOR COMPLETION: The District may give a notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. Should the Contractor terminate the Contract

as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder, if applicable.

It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

5. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

6. The required List of Designated Subcontractors is attached hereto.
7. The required Non-Collusion Declaration is attached hereto.
8. The Substitution Request Form, if applicable, is attached hereto.
9. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.
10. The names of all persons interested in the foregoing proposal as principals are as follows:

JAMES E. CARTER, PRESIDENT

MAUREEN CARTER, SECRETARY / TREASURER

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

11. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

12. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 405417
License Expiration Date: 07/31/2023
Name on License: CARTER-KELLY, INCORPORATED
Class of License: B
DIR Registration Number: 1000002967

If the bidder is a joint venture, each member of the joint venture must include the above information.

13. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages.
14. The bidder declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Addenda, and Specifications, all others documents and requirements that are attached to and/or contained in the Project Manual, all other documents issued to bidders and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.
15. DEBARMENT. In addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:
- a. Intentionally or with reckless disregard, violated any term of a contract with the District;
 - b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
 - c. Committed an act or offense which indicates a lack of business integrity or business honesty; or
 - d. Made or submitted a false claim against the District or any other public entity. (See Government Code section 12650, et seq., and Penal Code section 72)
16. DESIGNATION OF SUBCONTRACTORS. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form.

I agree to receive service of notices at the e-mail address listed below.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

CARTER-KELLY, INC.

Proper Name of Company

JAMES E. CARTER, PRESIDENT

Name of Bidder Representative

171 MIDDLETOWN ROAD

Street Address

PLACERVILLE, CA 95667

City, State, and Zip

(530) 621-0950

Phone Number


(530) 621-2344

Fax Number

JIMC@CARTERKELLY.COM

E-Mail

By:


Signature of Bidder Representative

Date: JUNE 07, 2023

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.



JOINT FOOD SERVICE DIRECTOR AGREEMENT
FOR THE 2023-2024 SCHOOL YEAR
BY AND BETWEEN
RESCUE UNION SCHOOL DISTRICT
AND
BUCKEYE UNION SCHOOL DISTRICT



This Agreement is made and entered into on this 7th day of June, 2023 by and between the RESCUE UNION SCHOOL DISTRICT of El Dorado County, (hereinafter referred to as "Rescue") and the BUCKEYE UNION SCHOOL DISTRICT of El Dorado County, (hereinafter referred to as "Buckeye"), regarding the maintenance of a joint food service director delivery model for each school district's food service program.

RECITALS

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

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

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

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

AGREEMENT

1. SERVICES:

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

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

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

-J Consults with management about facility design, needed equipment and food service operations.

-J Maintains accurate records and reviews all state reports.

2. **MANAGEMENT:**

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

3. **MUTUAL AID:**

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

4. **PAYMENT:**

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

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

5. **TIME OF PAYMENT:**

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

6. **LIABILITY:**

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

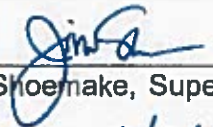
7. **TERM/RENEWAL OF CONTRACT:**

This agreement shall be for a period of one year beginning July 1, 2023, and ending June 30, 2024. It may be renewed for additional terms of one year by the following procedure:

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


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

RESCUE UNION SCHOOL DISTRICT



Jim Shoemaker, Superintendent
Dated: 6/8/23

BUCKEYE UNION SCHOOL DISTRICT



Dr. David Roth, Superintendent
Dated: 6/8/23