



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, October 25, 2022 - 6:30 p.m. Open Session (Closed Session at 5:30 p.m.)
Rescue District Office Board Room

The Public's health and well-being are the top priority for the Board of Trustees of the Rescue Union School District and all are urged to take all appropriate health safety precautions. To facilitate this process, there were two options to view and/or participate in this open session meeting in person or via Zoom.

DISTRICT MISSION

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

PLEASE NOTE:

These are provided as summary minutes. The audio recording of the meeting is available for review at:
<http://www.rescueusd.org/School-Board/Agendas-Minutes/index.html>

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

ROLL CALL:

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

PUBLIC COMMENT:

(Closed session agenda items only)

There were no comments concerning items on the Closed Session agenda.

CLOSED SESSION:

The Board adjourned to closed session to discuss matters of personnel, security, negotiations, student discipline, litigation, or other matters as authorized by Government Code Sections 3549.1, 54956.9, 54956.8, 54957, and 54957.6 and Education Code Sections 35146 and 48918.

Conference with Labor Negotiator - Discussion with the District's Superintendent, Jim Shoemake, and/or labor negotiators, Lisa Donaldson and Dustin Haley, regarding directions and issues in negotiations with Rescue Union Federation of Teachers (RUFT), California School Employees Association (CSEA), Confidential Staff, and Administrative Management.

OPEN SESSION:

Convened open session in the Board Room at 6:32 p.m.

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

Flag Salute - Board president led the flag salute.

1. Adoption of Agenda

(Consideration for Action)

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

REPORTS AND COMMUNICATION:

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

Superintendent's Report - The Superintendent presented a report on Professional Development Day and the success of the event, from teacher awards to positive community interaction and learning in breakout rooms focused on specific curriculum and instructional tools. Highlights included festive holidays, field trips, garden improvements and the PTO Presidents Meeting. Lakeview Elementary faculty and staff pulled together to support teacher Jenni Bazor with her family's recent loss of their son Bryce, and administration arranged a Minimum Day to allow all employees to attend services.

There were no public comments.

Celebrating Excellence - Pleasant Grove Principal, Vera Morris, provided a site update which focused on the PUMA P.R.I.D.E. acronym and the school's emphasis on positive, respectful, inclusive and diligent engagement between faculty, staff and students. Extracurricular activities are going strong at the middle school and offer multiple enrichment opportunities for all students. Also featured was PBIS (Positive Behavior Intervention and Supports) work including Puma Pride tickets, Student Voice surveys and significantly increased numbers of good behavior referrals. In addition, Pleasant Grove has partnered with local mental health agency Summitview to contribute to SEL (Social Emotional Learning) on campus and overall population wellness. An onsite clinician is available 3 days per week. Recent vaping lessons delivered to all grade levels resulted in 95-100% accuracy in student answers to questions on understanding its effects.

Difference Makers honored were Natalie Hadden, Pleasant Grove librarian and CSEA Chapter President, and Matt Hardt, Pleasant Grove teacher and coach of several of the school's successive championship teams.

There were no public comments.

CURRICULUM AND INSTRUCTION:

2. CAASPP Report

(Supplement)

The Assistant Superintendent of Curriculum and Instruction provided a report on the district's results for the California Assessment of Student Performance and Progress in the 2021-2022 school year. This is one of many assessment tools including local assessments and California School Dashboard. RUSD has established targeted action plans for growth and refined intervention grouping. Trustee White asked for 2019 numbers, as the last CAASPP testing year, for comparison. Numbers are down 4% in ELA and 5% in Math since then. Trustee Brownell commented on the hard work of teachers and all staff who continue to serve and assist our students in the community. Trustee Gordon remarked that the small percentage decrease is notable in light of the fact that the effects of the pandemic have been severe.

There were no public comments.

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 Brownell moved and Trustee White seconded to approve the balance of the Consent Agenda. The motion passed 5-0.

3. Board Meeting Minutes- Minutes of the Sept. 27, 2022 Board Study Session (Materials provided)
4. Board Meeting Minutes- Minutes of the Oct. 11, 2022 Board Study Session (Materials provided)
5. 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)
6. 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 9/1/22 through 9/30/22 (Materials provided)
7. District Purchase Orders - Purchase orders must regularly be presented to the Board of Trustees for ratification. The supplemental reflects expenditures from 9/1/22 through 9/30/22. (Materials provided)
8. EDCOE Budget Letter approving Rescue Union School District's 2022-2023 adopted budget. (Materials provided)
9. Williams Act Quarterly Report - The Superintendent recommends the Board approve the Williams Act Quarterly Report for the period of July 1, 2022 - September 30, 2022. (Materials provided)
10. AB-181 White Paper Response - Bass Lake North/Hidden Ridge
AB181 Department of Real Estate Subdivision "White Paper" Response and Student Yield Impact analysis of Bass Lake North/Hidden Ridge. The District has established a .271 student yield factor per single-family unit. Accordingly, staff estimates the District can expect there will be 24.39 students

generated from this subdivision. (Materials provided)

11. AB-181 White Paper Response - Promontory Village Unit 1/Trento at the Promontory AB181 Department of Real Estate Subdivision “White Paper” Response and Student Yield Impact analysis of Promontory Village Unit 1/Trento at the Promontory. The District has established a .271 student yield factor per single-family unit. Accordingly, staff estimates the District can expect there will be 35.77 students generated from this subdivision. (Materials provided)

12. Infinity E-Rate Contract for Technology Dept. (Materials provided)

13. Agreement with CA Design West for Rescue School modernization project (Materials provided)

14. Agreement with CA Single Ply for Rescue Elementary roof replacement (Materials provided)

15. Service Agreement with Golden Poppy Speech Therapy (Materials provided)

16. Report of Surplus Equipment - Transportation Dept. (Materials provided)

17. Report of Surplus Equipment - Technology Dept. (Materials provided)

18. Donations - The Board and District appreciate and accept the following donation for Green Valley Elementary School: \$329.00 raised and gifted as a community service project by Evan Ikemoto, former RUSD student who is in the process of earning the rank of Eagle Scout. (Materials provided)

ADJOURNMENT:

Trustee White moved to adjourn the meeting at 7:41 p.m.

Suzanna George, Clerk

Date

Michael Gordon, President

Date

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
Dustin Bailey	Promotion	1.0	Coordinator of Special Education	District Office	Pending negotiations
Molly Griffin	Employment	1.0	Vice Principal	Pleasant Grove	Pending negotiations

FISCAL IMPACT:

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

BOARD GOALS:

Board Focus Goal IV - STAFF NEEDS

Attract and retain diverse, knowledgeable, dedicated employees who are skilled and supported in their commitment to provide quality education for our students.

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Classified Personnel

RECOMMENDATION:

The Superintendent recommends the Board approve the following personnel actions.

BACKGROUND:

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

STATUS:

The following classified personnel changes are listed on the agenda:

Name	Personnel Action	Pos. FTE	Position	School/Dept.	Effective Date
Plasencia, Marisol	Employment	.3750	Community Liaison	District Office	10/18/2022
Staggs, Roger	Employment	.66	Bus Driver	Transportation	10/12/2022
Warner, Kayla	Employment	1.0	Special Education Support Services Secretary	District Office	11/1/2022

FISCAL IMPACT:

Fiscal impact will be reflected in the 2022-2023 budget years.

BOARD GOAL:

Board Focus Goal IV – STAFF NEEDS:

Attract and retain diverse, knowledgeable, dedicated employees who are skilled and supported in their commitment to providing quality education for our students.

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

103487/00		MIND RESEARCH INSTITUTE									
		5281 CALIFORNIA AVE									
		SUITE 300									
		IRVINE, CA 92617									
PV-230260	10/20/2022	INV 9015	070122-063023	ST MATH	01-3010-0-4100-1110-1000-020-0000-00-000	NN					
				TOTAL PAYMENT AMOUNT	4,320.00 *						4,320.00

003679/00		SCHOOLS INSURANCE AUTHORITY									
		PO BOX 511598									
		LOS ANGELES, CA 90051-8153									
235268	PO-230261	09/01/2022	EAP-092023.14	409 EMP	1 01-0000-0-9582-0000-0000-0000-00-000	NN P			695.30		695.30
235268	PO-230261	10/03/2022	EAP-102023.14	410 EMP	1 01-0000-0-9582-0000-0000-0000-00-000	NN P			697.00		697.00
				TOTAL PAYMENT AMOUNT	1,392.30 *						1,392.30

106575/00		SISTERMAN, CRISTINA									
		(EMPLOYEE REIMBURSE)									
		3025 GRANADA CT									
		CAMERON PARK, CA 95682									
PV-230259	10/20/2022	MILEAGE FOR PROP 64	LUNCH	OCT	01-9426-0-5200-0000-3110-026-0164-96-000	NN					3.50
PV-230259	10/20/2022	BUBBAS PROP 64	LUNCH		01-9426-0-4300-0000-3110-026-0164-96-000	NN					250.00
PV-230259	10/20/2022	SAFENAY PROP 64	LUNCH		01-9426-0-4300-0000-3110-026-0164-96-000	NN					56.13
PV-230259	10/20/2022	AMAZON SUPPLIES PROP 64	ACTIVI		01-9426-0-4300-0000-3110-026-0164-96-000	NN					101.90
				TOTAL PAYMENT AMOUNT	411.53 *						411.53

104986/00		TPX COMMUNICATIONS									
		PO BOX 509013									
		SAN DIEGO, CA 92150-9013									
235307	PO-230299	10/09/2022	162724512-0	OCT	1 01-0000-0-5901-0000-7600-081-0000-00-000	NN P			1,928.60		1,928.60
				TOTAL PAYMENT AMOUNT	1,928.60 *						1,928.60

TOTAL BATCH PAYMENT	200,651.66	***	0.00	200,651.66
TOTAL DISTRICT PAYMENT	200,651.66	****	0.00	200,651.66
TOTAL FOR ALL DISTRICTS:	200,651.66	****	0.00	200,651.66

Number of checks to be printed: 11, 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 hereon


 10/24/2022
 District Designee Date

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

106346/00 VALDEZ, KIMBERLY (EMPLOYEE REIMBURSE)
 4023 DEER VALLEY RD
 RESCUE, CA 95672
 PV-230238 10/12/2022 WALMART STUDENT STORE 01-9424-0-4200-0000-2420-024-0121-94-000 NN 71.75
 TOTAL PAYMENT AMOUNT 71.75

TOTAL BATCH PAYMENT 20,395.40 *** 0.00 20,395.40
 TOTAL DISTRICT PAYMENT 20,395.40 **** 0.00 20,395.40
 TOTAL FOR ALL DISTRICTS: 20,395.40 ***** 0.00 20,395.40
 Number of checks to be printed: 18, 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 hereon

 Date 10/27/22

District Designee

BATCH 0018 10_20_2022 LQ

ACCOUNTS PAYABLE PRELIST
BATCH: 0018 0018 10_20_2022 LQ

Vendor/Addr Remit name Date Description Tax ID num Deposit type ABA num Account num EE ES E-Term E-ExtRef
Req Reference Date

106553/00 TAGUE MUSIC LLC
8091 GREENBACK LN STE 1
CITRUS HEIGHTS, CA 95610
PV-230255 10/19/2022 M844754 BAND REPAIRS 01-9426-0-5610-1110-1000-026-0034-96-000 NY 863.70 863.70
TOTAL PAYMENT AMOUNT 863.70 *


104508/00 TEESHIRTBAR
606 BELHAVEN CT
EL DORADO HILLS, CA 95762
PV-230249 10/19/2022 TEESHIRTBAR INV #P-2200079 01-9424-0-5806-1110-4200-024-0127-94-000 N7 1,447.88 1,447.88
TOTAL PAYMENT AMOUNT 1,447.88 *

022495/00 WILLIAMSON, MICHELE
(EMPL REIMB)
1521 TRADING POST CT
COOL, CA 95614
PV-230244 10/19/2022 COSMIC YOGA KINDER ANNUAL SUB 01-9421-0-4300-1110-1000-021-0000-91-000 NN 65.00 65.00
TOTAL PAYMENT AMOUNT 65.00 *

TOTAL BATCH PAYMENT 71,530.19 *** 0.00 71,530.19
TOTAL DISTRICT PAYMENT 71,530.19 **** 0.00 71,530.19
TOTAL FOR ALL DISTRICTS: 71,530.19 **** 0.00 71,530.19

Number of checks to be printed: 39, 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 herein


District Designee Date 10/19/22

Vendor/Addr	Remit name	Date	Description	Tax ID num	FD RESC Y	OB	GOAL	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference										Liq	Ant	Net Amount

TOTAL DISTRICT PAYMENT													
										36,092.02	****	0.00	36,092.02
TOTAL FOR ALL DISTRICTS:													
										36,092.02	****	0.00	36,092.02

Number of checks to be printed: 31, not counting voids due to stub overflows.
 Number of zero dollar checks: 4, 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 10/27/22

Vendor/Addr	Remit name	Req Reference	Date	Description	Tax ID num	Deposit type	FD RESC Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	T9MPS	EE	ES	E-Term	E-ExtRef	Liq Amt	Net Amount
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																110,181.37	****	0.00	110,181.37
																110,181.37	****	0.00	110,181.37

Number of checks to be printed: 39, not counting voids due to stub overflows.
 Number of zero dollar checks: 4, will be printed.

Rescued by Rescued 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 10/6/22

PAY TO THE ORDER OF
 BANK OF AMERICA
 12100358
 EL DORADO COUNTY
 TREASURER-TAX COLLECTOR
 FOR DEPOSIT ONLY
 RESCUE UNION SCHOOL DISTRICT FND 13
 1489350167

015 RESCUE UNION SCHOOL DISTRICT J34522
0016 10_10_2022 LQ

ACCOUNTS PAYABLE PRELIST
BATCH: 0016 0016 10_10_2022 LQ

APY500 L.00.20 10/06/22 22:43 PAGE 14
<< Held for Audit >>

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

106393/00	WASTE CONNECTIONS OF CA INC											
	DBA EL DORADO DISPOSAL											
	4100 THROWITA WAY											
	PLACERVILLE, CA 95667											
235113	PO-230097	09/23/2022	01-01291545		1	01-0000-0-5806-0000-8210-084-0000-00-000	NN	P			129.90	129.90
235113	PO-230097	09/23/2022	01-01291707		1	01-0000-0-5806-0000-8210-084-0000-00-000	NN	P			109.95	109.95
												239.85

TOTAL PAYMENT AMOUNT

102998/00 WELLS FARGO FINANCIAL LEASING
PO BOX 77096
MINNEAPOLIS, MN 55480

235311	PO-230303	09/28/2022	5022021586	092422-102322	1	01-0000-0-5690-1110-1000-081-0000-00-000	NN	P			303.07	303.07
												303.07

TOTAL PAYMENT AMOUNT

TOTAL BATCH PAYMENT	216,963.08	***	0.00								216,963.08
TOTAL DISTRICT PAYMENT	216,963.08	****	0.00								216,963.08
TOTAL FOR ALL DISTRICTS:	216,963.08	****	0.00								216,963.08

Number of checks to be printed: 49, not counting voids due to stub overflows.
Number of zero dollar checks: 1, will be printed.

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


District Designee

Date

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
230532	A C TOWING & TRANSPORT	&th Grade Science	1,000.00	Transportation
230500	AMAZON CAPITAL SERVICES INC	Leadership Supplies	400.00	Pleasant Grove Middle School
230502	AMAZON CAPITAL SERVICES INC	Tech Supplies - list 10/3/22	1,231.05	Pleasant Grove Middle School
230505	AMAZON CAPITAL SERVICES INC	Tech List - 10-6-22	305.17	DISTRICTWIDE SERVICES
230513	AMAZON CAPITAL SERVICES INC	Tech List - Oct 19	3,199.17	DISTRICTWIDE SERVICES
230531	AMAZON CAPITAL SERVICES INC	Tech Supplies - list 10/26/22	845.92	DISTRICTWIDE SERVICES
230558	AMAZON CAPITAL SERVICES INC	IMPACT Shirts	972.33	DISTRICTWIDE SERVICES
230521	AMERICAN LOGOWEAR	Native America Presentation	1,645.89	Lakeview
230512	ANCIENT ARTIFACTS	iPad - EDCOE stud Steven Brown	725.00	Lakeview
230543	APPLE COMPUTER INC	iPad	649.36	DISTRICTWIDE SERVICES
230544	APPLE COMPUTER INC	M.Harp for Frignt Fest	420.13	DISTRICTWIDE SERVICES
230509	BANNER BUZZ	BrainPop - PG SDC classes	274.80	Marina Village School
230533	BRAINPOP LLC	CCSS Conference	460.00	DISTRICTWIDE SERVICES
230528	CDW-G	for L. Cambridge	4,224.50	Pleasant Grove Middle School
230508	CDW-G	34 cameras	1,393.70	Marina Village School
230525	CDW-G	Ldrship Red Rib wk Staff award	771.13	Marina Village School
230529	CDW-G	B.Cain Band shirts	21,477.89	DISTRICTWIDE SERVICES
230504	CROWN AWARDS	CHKS/CSSS/CSPS ADMISTRATION	101.18	Pleasant Grove Middle School
230515	CUSTOMINK	2022 Cross Country fees	1,354.36	Marina Village School
230555	DUERR EVAL RESOURCES/CHKS	ENVELOPES FOR DO	2,322.60	DISTRICTWIDE SERVICES
230524	EDC SPORTS LEAGUE	7th grade science/Childers	125.00	Lakeview
230550	EL DORADO COUNTY	Book Order	632.78	DISTRICTWIDE SERVICES
230539	FLINN SCIENTIFIC INC	ACSA EVERY CHILD SUCCEEDING	373.99	Marina Village School
230522	FOLLETT SCHOOLS SOLUTIONS INC	SPEECH THERAPY SERVICES	573.57	Jackson School
230499	FOUNDATION FOR EDUCATIONAL ADM	Kindergarten Recess Equipment	1,500.00	DISTRICTWIDE SERVICES
230510	GOLDEN POPPY SPEECH THERAPY	1st Grade PE Equipment	6,000.00	DISTRICTWIDE SERVICES
230511	GOPHER SPORT	Volleyball 2022 Shirts	191.93	Lakeview
230535	GOPHER SPORT	LTIS LICENSES	191.96	Lakeview
230506	IMPRINTORY	Ben Cain / Open PO 22-23	321.75	Green Valley School
230519	INTL ACADEMY OF SCIENCE	Volleyball, Honor Rol Certs	6,250.00	DISTRICTWIDE SERVICES
230540	J.W. PEPPER & SON INC	Restorative Practices Conferen	1,500.00	Marina Village School
230516	JONES SCHOOL SUPPLY CO INC	3rd grade STEAM museum	62.21	Green Valley School
230507	LEAVING THE VILLAGE LLC	Belts for recorders	375.00	DISTRICTWIDE SERVICES
230530	MOBILE ED PRODUCTIONS INC	LdrshipRed Rib week	747.50	Lakeview
230537	MUSIC K-8 MARKETPLACE	Read Live renewal for GV & LV	639.93	Jackson School
230537	MUSIC K-8 MARKETPLACE	M.Harp order, treas chests	359.82	Pleasant Grove Middle School
230503	NIMCO INC	2017 Ford Transit Van	1,000.00	Maintenance
230545	ODELL'S PUMP AND MOTOR SERVICE	SIPPS Conference	2,070.00	DISTRICTWIDE SERVICES
230554	READ NATURALLY INC	CASMEC Conference	48.61	Marina Village School
230499	RHODE ISLAND NOVELTY	RUSD PROFESSIONAL DEVELOPMENT	37,659.66	Transportation
230549	RON DUPRATT FORD INC	GLAD Conference	572.00	Lakeview
230498	RUSD CONFERENCE	RUSD CONFERENCE	590.41	DISTRICTWIDE SERVICES
230514	RUSD CONFERENCE	Teresa Merrill & Michele Noble	875.00	DISTRICTWIDE SERVICES
230518	RUSD CONFERENCE	Love & Logic - Miracle	7,080.00	Lake Forest School
230523	RUSD CONFERENCE	Zones of Regulation Conference	8,012.50	Marina Village School
230538	RUSD CONFERENCE	LOVE & LOGIC series	175.00	Lakeview
230541	RUSD CONFERENCE	LOVE & LOGIC series	800.00	Lakeview
230542	RUSD CONFERENCE	LOVE & LOGIC series	3,075.00	Marina Village School
230548	RUSD CONFERENCE	LOVE & LOGIC series	3,741.00	DISTRICTWIDE SERVICES
230557	RUSD CONFERENCE	LOVE & LOGIC series	3,741.00	DISTRICTWIDE SERVICES
230501	SACRAMENTO STATE JAZZ FESTIVAL	1/2" graph paper for math	300.00	Pleasant Grove Middle School
230517	SCHOOL SPECIALTY LLC	1/2" graph paper for math	64.31	Green Valley School

P.O. BOARD REPORT

015 RESCUE UNION SCHOOL DISTRICT
PURCHASE ORDERS OCTOBER 2022

01 GENERAL FUND			
P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT
230520	SCHOOL SPECIALTY LLC	Lamination Film	286.04
230534	SONOVA USA INC (PHONAK)	SONOVA USA INC (PHONAK)	23.17
230556	SONOVA USA INC (PHONAK)	BATTERY	37.75
230527	TeachersPayTeachers	History curriculum H Johnson	126.20
230536	TeachersPayTeachers	Open PO for Class Supplies	250.00
230546	WILSONS ASPHALT INC	LV-Parking Lot Striping	1,350.00
230547	WILSONS ASPHALT INC	Jackson - Parking Lot Striping	950.00
230526	WORTHINGTON DIRECT INC	Rug for Library	465.95
TOTAL FUND			133,172.22
TOTAL DISTRICT			133,172.22

SITE NAMES	AMOUNT
Lake Forest School	286.04
DISTRICTWIDE SERVICES	23.17
DISTRICTWIDE SERVICES	37.75
Pleasant Grove Middle School	126.20
Green Valley School	250.00
Maintenance	1,350.00
Maintenance	950.00
Lake Forest School	465.95

FUND	AMOUNT
01	133,172.22
GENERAL FUND	
TOTAL DISTRICT	133,172.22

**LICENSE AGREEMENT
BETWEEN THE
RESCUE UNION SCHOOL DISTRICT
AND THE
JACKSON ELEMENTARY PTO**

THIS LICENSE ("Agreement"), effective on the 31 day of October, 2022, is entered into by and between the Rescue Union school District ("District"), a public school district existing under the laws of the State of California, County of El Dorado, and the Jackson Elementary PTO, a Parent Teacher Organization ("PTO"). The District and the PTO ("Licensee") shall be referred to individually as "Party" and collectively as "Parties."

I.

RECITALS

WHEREAS, the District owns and operates Location at the Jackson Elementary School campus, commonly known as 2561 Francisco Drive, El Dorado Hills, including the athletic field covering approximately 76,340 square feet of the field area therein located ("Location"); and

WHEREAS, Licensee seeks to have access to Location for the purpose of completing a charitable Donation Activities to the District comprising of turf replacement ("Donation Activities"); and

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

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

II.

TERM OF AGREEMENT

- 2.1 The term of this Agreement shall commence on November, 2022 and shall remain in effect for 90 days or until the Donation Activities are concluded, whichever occurs first.
- 2.2 The term of this Agreement shall be extended by 4 months after the Donation Activities are concluded to provide maintenance service on the Location.

III.

PROPERTY DESCRIPTION

- 3.1 The Location comprise the following, as depicted in Attachment "A," the Site Map:
Jackson Elementary School, 2561 Francisco Drive, El Dorado Hills, CA 95762.

IV.

USE OF THE PROPERTY

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

V.

TERMINATION OF AGREEMENT

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

VI.

ASSIGNMENT

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

VII.

INSURANCE

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

(iv) Property and Fire Insurance and/or self-insurance shall be provided to protect: (a) Real Property, against risk of direct loss, commonly known as Special Form, and (b) Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of the Licensee. If any District property is leased, rented or borrowed, it shall also be insured by the Licensee in the same manner as (a) and (b) above.

7.2 The Licensee may maintain insurance outlined in section 7.1 through their subcontractor provided the District is identified as the additionally insured.

7.3 The District agrees to maintain and keep in force during the term of this Agreement liability to cover damage arising out of its performance or non-performance of this Agreement, and property damage insurance on all structures subject to this Agreement.

VIII.

INDEMNIFICATION

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

In connection therewith:

(i) Actions Filed. Licensee shall defend any action or actions filed in connection with any of said claims, liens, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.

(ii) Judgments Rendered. Licensee shall promptly pay any judgment rendered against Licensee Parties or District Parties covering such claims, liens, damages, penalties, obligations and liabilities arising out of or in connection with such use of and operations at the Location referred to herein and agrees to save and hold District Parties harmless therefrom.

(iii) Costs and Expenses; Attorneys' Fees. In the event any District Parties are made a party to any action or proceeding filed or prosecuted against Licensee Parties for such damages or other claims arising out of the use of and operations at the Location, Licensee agrees to pay District Parties any and all costs and expenses incurred by them in such action or proceeding together with reasonable attorneys' and expert witness fees.

8.2 The provisions of this Section shall survive the termination or expiration of this Agreement.

(a) Parking. Parking in the parking lot shall not be reserved and shall be limited to standard-sized automobiles. Licensee shall not allow large trucks or other large vehicles to use the parking lot on the Property and shall not allow overnight parking. All vehicles shall be parked only in marked parking areas and not in driveways, loading areas, or other areas not specifically designated for parking. Notwithstanding the above, and subject to any City requirements or restrictions, Licensee may park the four (4) Licensee vans overnight and may also allow overnight parking when Licensee's employees are attending overnight professional development or other school-related trips.

(b) Access. Licensee shall permit District, its agents, representatives or employees, to enter upon the Property and Location for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the Property or Location. District shall attempt to give reasonable notice where practicable and shall make every effort not to disturb Licensee's Program, but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants. The District shall ensure that any District employee, agent or representative that enters upon the Property and Location and may have contact with Licensee's students has complied with all applicable requirements regarding fingerprinting and TB testing.

(c) Taxes. The parties recognize that District, as a government entity, is exempt from the payment of property taxes. Licensee shall be solely responsible for the payment of all Licensee's possessory interest taxes, if any, during the term of the Agreement. Pursuant to Section 107.6 of the California Revenue and Taxation Code, District hereby notifies Licensee that: (i) the Location are subject to possessory interest taxes, and that such taxes shall be paid by Licensee; and (ii) Licensee may be subject to the payment of property taxes levied on the possessory interest obtained by Licensee. The parties acknowledge that during the term of this Agreement, Licensee shall be solely responsible for any and all possessory interest taxes and related charges and expenses (collectively, "Possessory Interest Taxes") imposed with respect to the Location, and shall indemnify, defend and hold harmless the District against all Possessory Interest Taxes. This statement is intended to comply with Section 107.6 of the Revenue and Taxation Code. Further, nothing herein shall comprise, or be construed to comprise, an opinion by or on behalf of the District as to the tax treatment of the Donation Activities, including, without limitation, any charitable donation credit that PTO may seek at any point.

(d) Environmental Matters. District represents that, to its knowledge, the Property has not been used for the generation, storage, treatment or disposal of Hazardous Materials, as defined below. Subject to the indemnification language below, District acknowledges that, to its knowledge, Licensee did not cause or allow for the generation, storage, treatment or disposal of any Hazardous Materials on the Property prior to Licensee's occupancy of the Property. Similarly, Licensee represents that, to its knowledge, Licensee did not cause or allow for the generation, storage, treatment or disposal of any Hazardous Materials on the Property prior to Licensee's occupancy of the Property. In addition, District represents that to its knowledge no Hazardous Materials or underground storage tanks are located on or near the Property.

(i) Indemnification of District. Except to the extent of District's negligence or intentional misconduct, Licensee and its heirs, successors, assigns, trustees, and beneficiaries shall indemnify, defend and hold harmless District, its officers, directors, shareholders, representatives and their respective successors and assigns from and against all judgments, suits, proceedings, liabilities, losses, costs, judgments, orders, obligations, damages, expenses or claims (whether by third parties or governmental authorities) arising out of or in any way relating to any such claims, costs, remediation, cleanup or damages which are incurred by District as a result of a release or discharge of Hazardous Materials, as defined below, onto or in the Property caused by the acts or omissions of Licensee, its agents, representatives or employees in connection with this Agreement.

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

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

IX.

DONATION ACTIVITIES

- 9.1 The Donation Activities are intended by the PTO, and accepted by the District as a charitable donation for no valuable consideration from the District.
- 9.2 The PTO shall have express, written approval by District for any and all changes to be made to the Location, which are generally intended to comprise athletic turf replacement thereabout.
- 9.3 The PTO shall be solely responsible for all kind and manner of compliance with legal requirements for the prosecution of the Donation Activities, including, without limitation, securing and complying with any required permits for and inspections of the Donation Activities.
- 9.4 The PTO shall conduct itself, and shall cause all of its agents, employees, and all others acting on its behalf or under its direction or invitation, to conduct themselves with due care, taking into consideration all information about the conditions at the Location that are observable or furnished by the District, and all information reasonably inferred therefrom, as well as all obligations stated herein, which the Parties agree and acknowledge as comprising the PTO's standard of due care.
- 9.5 In addition to the indemnities and other obligations set forth herein, in any event that the PTO causes damage to any property, real or personal, of the District, through any breach of its standard of due care or by willful misconduct, whether in whole or in part, the PTO shall fully compensate the District for the actual and reasonable cost of all necessary repairs and remediation.

X.

GENERAL TERMS AND CONDITIONS

- 10.1 Severability: The unenforceable, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal.
- 10.2 Governing Law: This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.
- 10.3 Modifications: All modifications of or extensions to this Agreement shall be in writing, signed by all of the Parties.
- 10.4 Time: Time is hereby expressly declared to be of essence in this Agreement.
- 10.5 Payment: The District agrees to pay Saenz Landscape Construction Company \$80,000 upon satisfactory completion of the athletic turf replacement. PTO donation activities include agreement to pay the remaining amount of \$170,176 to Saenz Landscape Construction Company, as quoted on Appendix B.
- 10.6 Notices: Any notices desired or required to be given under this Agreement shall be in writing and shall be delivered personally upon the other, or sent by prepaid registered or certified mail addressed to the respective parties as follows:


District: Rescue Union School District
2390 Bass Lake Road
Rescue, CA 95672
Attn: Lisa Donaldson

Location User: Name of Person/Organization
Address
Attn:

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

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

DISTRICT:



Lisa Donaldson, Assistant Superintendent
Rescue Union school District

PTO:

DocuSigned by:


B4333818586C4E4
Name Elizabeth Harvey
Title Co - Vice President

APPENDIX A

LOCATION

[description and map to be inserted]




SAENZ LANDSCAPE CONSTRUCTION COMPANY

12167 Folsom Blvd., Suite D Rancho Cordova, CA 95742

Office: 916-294-0555 Fax: 916-294-0511

License #551658 Classifications: C-27 and A

Certified with State and City of Sacramento as SBE

Registered with Sacramento Housing Redevelopment Agency as MBE

Public Works DIR No: 1000005556

September 1, 2022

Liz Harvey
 Rescue Union School District
 2390 Bass Lake Road
 Rescue, CA 95672

Re: Jackson ES, 2561 Francisco Dr., EDH, CA 95762
Athletic Field Turf Replacement – 76,340 SF
Athletic Field New Irrigation

Hello Liz:

We propose to furnish all labor, material and equipment necessary to replace turf and install new irrigation at the project listed above as follows:

Spray round up to kill existing lawn.	\$ 1,620.00
Mulch dead lawn into soil by ripping down 12" depth and cross rip soil 12" in all directions.	\$ 7,800.00
Soil preparation per 1,000 SF mix – 3 cys organic amendments with 20 pounds of 6-20-20 starting fertilizer also 80 pounds of gypsum – mixed to rototill into soil.	\$ 45,804.00
Send four (4) soil samples of the turf areas to the testing lab. This will determine what their recommendations are for soil preparation. We would adjust the soil preparation upon the results received from the lab testing if necessary.	\$ 800.00
Finish grade the field to achieve positive drainage.	\$ 30,536.00
Irrigation – adjust and raise existing sprinkler heads	

as needed to meet the new finish grade and check to
make sure that all irrigation is in good working condition.

\$ 4,617.00



SAENZ LANDSCAPE CONSTRUCTION COMPANY

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Public Works DIR No: 1000005556

August 25, 2022

Liz Harvey
Rescue Union School District
Jackson ES
Page #2 continued

Install 76,340 SF of RTF sod.

\$ 72,095.00

New Irrigation:

Install all new 2" Hunter valves ten (10) ea. to the existing main
line including new wires going to the controller.

\$ 16,544.00

Install all new lateral lines with seventy (70) ea. I-25 Hunter heads.
The over lapping coverage will be from head to head.

\$ 53,980.00

Maintenance for one hundred twenty (120) days
for plant establishment.

\$ 12,000.00

Install new 12 station acc Hunter controller in closet room where
the existing one is located. Pull electrical power in for the new
controller.

\$ 4,380.00

Grand Total:

\$250,176.00

Option:

Temporary 6' foot chain link fence to close off areas of newly
planted sod – total area 673 LF – unit \$5

\$3,365.00

I, Liz Harvey, agree and authorize the work listed above to be completed by Saenz Landscape Construction Company. No other work is to be completed unless receiving prior approval.

Elizabeth Harvey

B4333618580C464...

10/31/2022

Signature

Date



SAENZ-1

OP ID: DM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Foothill Valley Insurance 4970 Rocklin Rd. #400 Rocklin, CA 95677 Tyla A Belton	CONTACT NAME: Tyla A Belton PHONE (A/C, No, Ext): 916-773-4560 FAX (A/C, No): 916-773-4583 E-MAIL ADDRESS: tyla.b@foothillvalley.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Financial Pacific Ins. Co.	
INSURER B: Everest Premier Insurance Co.	
INSURER C: Evanston Insurance Company	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			60424666	02/25/2022	02/25/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			60424666	02/25/2022	02/25/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			60424666	02/25/2022	02/25/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			7600004910221	02/20/2022	02/20/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rent/Leased			60424666	02/25/2022	02/25/2023	Limit 250,000
C	Install Floater			MKLM5IM0053611	09/07/2022	09/07/2023	Limit 350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Jackson Elementary School-2561 Francisco Drive El Dorado Hills CA 95762
 Rescue Union School District is named additional insured per attached CG2010 (12/11). GL & WC Waivers attached. * 30 day notice of cancellation.

CERTIFICATE HOLDER

RESCU-1

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tyla A Belton

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS
(WITH LIMITED COMPLETED OPERATIONS COVERAGE)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS COVERAGE FORM**

SCHEDULE

NAME OF PERSON OR ORGANIZATION

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract, the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

WHO IS AN INSURED: (Section II)

This section is amended to include as an insured the person or organization within the scope of the qualifying language above, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage as respects the additional insured does not apply to any work involving or related to properties intended for residential or habitation occupancy (other than apartments). This clause does not affect the "products-completed operations" coverage provided to the named insured(s).

WAIVER OF SUBROGATION:

We waive any right of recovery, when required by written contract, that we may have against the person or organization within the scope of

the qualifying language above because of payments we make for injury.

LOCATION OF JOB:

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

DESCRIPTION OF WORK:

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

PRIMARY CLAUSE:

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

EXCLUSION

This insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

Endorsement EFFECTIVE DATE: SEE DEC

Endorsement EXPIRATION DATE: SEE DEC

Syla A Belton

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE**PERSON OR ORGANIZATION****JOB DESCRIPTION**

ANY PERSON OR ORGANIZATION FOR WHOM THE
NAMED INSURED HAS AGREED BY WRITTEN
CONTRACT TO FURNISH THIS WAIVER

BLANKET WAIVER OF SUBROGATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 02/20/2022

Policy No. 7600004910221

Endorsement No. 001

Insured: Saenz, Michael; Lucas, Irene

Premium \$ INCL.

Insurance Company: Everest Premier Insurance Company

Countersigned By: _____

Syla A Belton

