



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, November 18, 2025 - 6:30 p.m. Open Session
Rescue District Office Board Room

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

DISTRICT MISSION

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

PLEASE NOTE:

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

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

ROLL CALL:

- ✓ Michael Gordon, President
- ✓ Kim White, Vice President
- ✓ Michelle Bebout, Clerk
- ✓ Jamie Hunter, Member
- ✓ Michael Flaherty, 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 Boardroom at 6:40 p.m.

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

Flag Salute - MVMS ASB Vice President and student representative Reese Leadingham led the flag salute.

1. Adoption of Agenda

(Consideration for Action)

Trustee White moved and Trustee Flaherty seconded to adopt the agenda as presented. Motion passed 5-0.

REPORTS AND COMMUNICATION:

Closed Session Report - The Board president stated there was a report from Closed Session. The Board voted 5-0 to approve the Stipulated Expulsion for Student #25-26A, and to bring the discussion back to the December Board Meeting closed session.

There were no public comments.

Superintendent's Report - The Superintendent provided a district related presentation with highlights on the District's Culture of Excellence with mention and celebration of the following: middle school athletic championships in multiple sports - volleyball, cross country and flag football, student and staff support shown on spirit days, during events, and professional trainings and workshops, community partnerships with local Rotary, and fiscal accountability and facilities management. Special comments were shared with photos of this month's Veterans Day with thanks expressed by both Superintendent Shoemake and Trustee Hunter to the numerous veterans who were present and participated in the school happenings across the District.

There were no public comments.

Celebrating Excellence - Marina Village Middle School Principal, Levi Cambridge, and Vice Principal Samantha Schlesinger, provided a site update with information on demographics, the school's academic progress and test scores, classwork and service from leadership and student peer groups, after school programs and extracurricular offerings going well. ASB Vice President Reese Leadingham spoke briefly about student leadership and successful fundraising efforts.

There were no public comments.

GENERAL:

2. Openers for RUFT Negotiations

(Consideration for Action)

The Board is required to set a date for public comment on collective bargaining unit openers for the upcoming season. The Superintendent recommended that Rescue Union Federation of Teachers (RUFT) negotiation and Rescue Union School District openers be put on the agenda for the December 9, 2025 regular Board meeting for public comment.

There were no public comments.

Trustee Bebout motioned and Trustee White seconded to approve the openers for RUFT negotiations. Motion passed 5-0.

3. CAASPP Update (Overall and Subgroup Results)

(Information Only)

The Superintendent recommended the Board hear a presentation on test results for the 2025 administration of the Smarter Balanced Assessments of California Assessment of Student Performance and Progress. (CAASPP)

There were no public comments.

CURRICULUM:

4. TeachTown SPED Curriculum Adoption (Consideration for Action)

Rescue Union Special Day Class teachers participated in an in-depth review of materials on the State Approved List. After piloting a program and analyzing for standards alignment, student engagement, and how well they promoted critical thinking and collaboration, the TeachTown program has been selected to best meet the needs of students. The Superintendent recommended adoption of the TeachTown program for grades K-8 of the Special Day Class program.

1. Presentation

2. Public Comment

OPEN PUBLIC HEARING: 7:51 p.m.

CLOSE PUBLIC HEARING: 7:52 p.m.

3. Discussion

4. Action

There were no public comments.

Trustee Hunter motioned and Trustee White seconded to approve the TeachTown SPED Curriculum adoption. Motion passed 5-0.

BUSINESS AND FACILITIES:

5. Annual/5 Year Developer Fee Report (Consideration for Action)

The Superintendent recommended the Board of Trustees adopt the Accounting of Developer Fees for Fiscal Year 2024-25 Report. Pursuant to Government Code Section 66000 et seq. The District is required to make Public an annual accounting of developer fees collected by the District within 180 days after the last day of each fiscal year.

There were no public comments.

Trustee Bebout moved and Trustee Flaherty seconded to approve and adopt the Annual/5 Year Developer Fee Report for fiscal year 2024-25. 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 will enact all items. The Board President called for public comment on any of the items on the consent agenda. There were no public comments. Trustee Hunter moved and Trustee White seconded to approve all consent items. Motion passed 5-0.

6. Regular Board Meeting Minutes - Minutes of the Oct. 7, 2025 Regular Board Meeting (Materials Provided)

7. Study Session Minutes - Minutes of the Oct. 21, 2025 Board Study Session (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. Staffing changes occur periodically due to the need for additional positions, resignations, or leaves of absence. 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 included supplement reflects expenditures from Nov. 1, 2025 - Nov. 30, 2025 (Materials Provided)
10. District Purchase Orders - Purchase orders must regularly be presented to the Board of Trustees for ratification. The supplement reflects expenditures from Nov. 1, 2025 - Nov. 30, 2025 (Materials Provided)
11. Board Policy/Administrative Regulation 5131.2: Bullying (Materials Provided)
12. Board Policy/Administrative Regulation 5142: Safety (Materials Provided)
13. National Special Education Day Proclamation - Rescue Union School District recognizes National Special Education Day (Materials Provided)
14. Green Valley Donation Letter - Andrea Duane and Company (Materials Provided)
15. White Paper Response - Lakeside Estates development in Cameron Park (Materials Provided)
16. Revised Job Description (Media/Technology Director revised to Director of Information Technology and Cybersecurity) (Materials Provided)
17. Report of Surplus Items - Technology Department (Materials Provided)

CLOSED SESSION:

The Board may reconvene to closed session as authorized by Government Code Sections 3549.1, 54956.9, 54956.8, 54957, and 54957.6 and Education Code Sections 35146 and 48918.

OPEN SESSION:

Reconvene open session.

REPORT FROM CLOSED SESSION:

The Board president will report any action taken in closed session.

ADJOURNMENT:

Trustee White moved to adjourn the meeting at 7:58 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
Hubbard, Suzette	Retirement	1.0	Teacher	Marina Village	5/22/2026
Valencia, Katriina	Retirement	1.0	Teacher	Lakeview	5/22/2026

FISCAL IMPACT:

Fiscal impact will be reflected in the 2025-2026 budget.

BOARD GOALS:

Board Focus Goal III - STAFF SUPPORT

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

Reflected in LCAP GOAL(S) 1-2-3

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
Peterson, James	Additional Position	.1875	Yard Supervisor	Lake Forest	12/1/2025
Walker, Nicole	Employment	.75	Itinerant Independence Facilitator	Pleasant Grove	11/18/2025
Mahaffey, Katherine	Position Change	.75	Instructional Assistant - RSP	Green Valley	12/12/2025
Mahaffey, Katherine	Resignation	.1437	Instructional Assistant	Green Valley	12/11/2025
Palmberg, Vicki	Resignation	.75	Instructional Assistant – RSP	Lake Forest	11/21/2025
Rivera Zaragoza, Gelacio	Resignation	1.0	Utility/Maintenance Technician	Maintenance	12/30/2025
Towns, Samantha	Resignation (revised)	.75	Instructional Assistant – SDC	Lake Forest	12/1/2025
Palmberg, Vicki	Site change	.75	Instructional Assistant – RSP	Pleasant Grove	12/1/2025

FISCAL IMPACT:

Fiscal impact will be reflected in the 2025-2026 budget years.

BOARD GOAL:

Board Focus Goal III. STAFF SUPPORT

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

Reflected in LCAP GOAL(S) 1-2-3

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type FD RESC Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	T9MPS	EE	ES	E-Term Liq Amt	E-ExtRef Net Amount
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106810/00	USA REPLACEMENT AUTO GLASS 3485 ORANGE GROVE AVE STE H NORTH HIGHLANDS, CA 95660															
265288 PO-260270	10/21/2025 29474															

1 01-0842-0-5610-0000-3600-083-0000-00-000 NY P 286.63 * 286.63 286.63
 TOTAL PAYMENT AMOUNT

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

265161 PO-260149 10/28/2025 01-01714121
 1 01-0000-0-5806-0000-8210-084-0000-00-000 NN P 211.12 * 211.12 211.12
 TOTAL PAYMENT AMOUNT

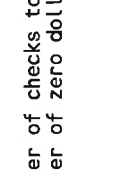
TOTAL BATCH PAYMENT 510,747.46 *** 0.00 510,747.46
 TOTAL USE TAX AMOUNT 67.17

TOTAL DISTRICT PAYMENT 510,747.46 **** 0.00 510,747.46
 TOTAL USE TAX AMOUNT 67.17

TOTAL FOR ALL DISTRICTS: 510,747.46 ***** 0.00 510,747.46
 TOTAL USE TAX AMOUNT 67.17

Number of checks to be printed: 41, not counting voids due to stub overflows.
 Number of zero dollar checks: 3, 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
 11/5/25 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																Liq Amt			Net Amount

003783/00	SYSCO - SACRAMENTO																			
	P O BOX 138007																			
	SACRAMENTO, CA																			
265029	PO-260027	10/30/2025	631066105																	

106229/00	VOYAGER SOPRIS LEARNING INC.																			
	PO BOX 844615																			
	BOSTON, MA																			
265631	PO-260611	10/30/2025	8810744																	

107135/00	WALLO, SHAUNA																			
	(PARENT REIMBURSEMENT)																			
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	(PARENT REIMBURSEMENT)																			
	3740 ACORN CT																			
	RESUCE, CA																			
107135/00	WALLO, SHAUNA																			

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

106909/00 HEYER GUTIERREZ LLP 1610 R ST STE 300 SACRAMENTO, CA 95811
PV-260422 11/12/2025 HEYER INV 10461 GM OCT 01-6500-0-5819-5001-7111-063-0000-36-000 N7 756.00
PV-260422 11/12/2025 HEYER INV 10461 PF OCT 01-6500-0-5719-5001-7111-063-0000-44-000 N7 1,638.00
TOTAL PAYMENT AMOUNT 2,394.00 * 2,394.00


107101/00 MEI VAN, JUAN (PARENT REIMB) 4726 EL GRECO WAY EL DORADO HILLS, CA 95762
PV-260425 11/12/2025 TRANSP TO ABLE OCT 01-6500-0-5819-5001-7111-063-0000-38-000 NN 249.48
TOTAL PAYMENT AMOUNT 249.48 *

104774/00 PLACER LEARNING CENTER 5477 EUREKA ROAD GRANITE BAY, CA 95746
PV-260428 11/12/2025 RD ATTENDANCE OCT 01-6500-0-5811-5760-1180-063-0000-00-000 N6 5,874.00
PV-260428 11/12/2025 RD MH OCT 01-6546-0-5811-5760-3110-063-0000-00-000 N6 517.50
PV-260428 11/12/2025 RD OT OCT 01-6500-0-5811-5760-3140-063-0000-00-000 N6 172.50
PV-260428 11/12/2025 RD BI OCT 01-6546-0-5811-5760-3110-063-0000-00-000 N6 80.00
PV-260428 11/12/2025 GM ATTENDANCE OCT 01-6500-0-5811-5760-1180-063-0000-36-000 N6 5,607.00
PV-260428 11/12/2025 GM SPEECH OCT 01-6500-0-5811-5760-1190-063-0000-36-000 N6 562.50
TOTAL PAYMENT AMOUNT 13,158.50 * 13,158.50

103450/00 SMOA-SIERRA WEST OFF. ASSOC 3215 UNITED DRIVE #8 CAMERON PARK, CA 95682
PV-260429 11/12/2025 11325 MARINA BOYS BB 01-9424-0-5806-1110-4200-000-0127-00-000 NY 720.00
TOTAL PAYMENT AMOUNT 720.00 *

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
TOTAL BATCH PAYMENT 85,495.94 *** 0.00 85,495.94
TOTAL DISTRICT PAYMENT 85,495.94 **** 0.00 85,495.94
TOTAL FOR ALL DISTRICTS: 85,495.94 ***** 0.00 85,495.94

Number of checks to be printed: 9, not counting voids due to stub overflows. 

Vendor/Addr	Requit name	Date	Description	Tax ID num	Deposit type	FD RESC Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	T9MPS	EE ES	E-Term	E-ExtRef
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105173/00	AMAZON CAPITAL SERVICES																
	P.O. BOX 035184																
	SEATTLE, WA 98124-5184																

265326	PO-260319	11/13/2025	INC \$2000 PER KAREN		1	01-1100-0-4300-1110-1000-024-0000-94-000	NN	C							657.84		0.00
265326	PO-260319	11/13/2025	INC \$2000 PER KAREN		1	01-1100-0-4300-1110-1000-024-0000-94-000	NN	O							-2,657.84		0.00
															0.00		0.00

TOTAL PAYMENT AMOUNT

016860/00 CALIFORNIA'S VALUED TRUST
P O BOX 26300
FRESNO, CA 93729-6300

PV-260463	11/19/2025	DEC DENTAL	01-0000-0-9586-0000-0000-0000-00-000	NN													40,249.32
PV-260463	11/19/2025	DEC VISION	01-0000-0-9587-0000-0000-0000-00-000	NN													6,377.28
PV-260463	11/19/2025	DEC DENTAL ADJUST	01-0000-0-9586-0000-0000-0000-00-000	NN													238.84
PV-260463	11/19/2025	DEC VISION ADJUST	01-0000-0-9587-0000-0000-0000-00-000	NN													37.96
PV-260463	11/19/2025	DEC RETRO DENTAL	01-0000-0-9586-0000-0000-0000-00-000	NN													5.68
PV-260463	11/19/2025	DEC RETRO VISION	01-0000-0-9587-0000-0000-0000-00-000	NN													0.91
																	46,909.99

TOTAL PAYMENT AMOUNT

000126/00 EDCOE
6767 GREEN VALLEY ROAD
PLACERVILLE, CA 95667

CL-250016	11/13/2025	EDCOE DID PAYMENT PER TIM	01-4035-0-5806-1110-1000-099-0000-00-000	NN	C										4,000.00		0.00
															0.00		0.00

TOTAL PAYMENT AMOUNT

103450/00 SMOA-SIERRA WEST OFF. ASSOC
3215 UNITED DRIVE #8
CAMERON PARK, CA 95682

265594	PO-260575	11/13/2025	INC \$1500 PER BECKY		1	01-9426-0-5806-1110-4200-000-0127-00-000	NY	C							510.00		0.00
265594	PO-260575	11/13/2025	INC \$1500 PER BECKY		1	01-9426-0-5806-1110-4200-000-0127-00-000	NY	O							-2,010.00		0.00
															0.00		0.00

TOTAL PAYMENT AMOUNT

TOTAL BATCH PAYMENT 46,909.99 *** 0.00 46,909.99

TOTAL DISTRICT PAYMENT 46,909.99 **** 0.00 46,909.99

TOTAL FOR ALL DISTRICTS: 46,909.99 **** 0.00 46,909.99

Number of checks to be printed: 1, not counting voids due to stub overflows.
Number of zero dollar checks: 3, 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 11/19/2025

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																		

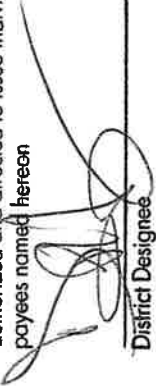
105541/00	WILLIAMS, SCOTT (EMPLOYEE REIMBURSE) 3180 COUNTRY CLUB DRIVE CAMERON PARK, CA 95682																		
PV-260431	11/13/2025	SAFEWAY -	SPRT WK PRZS		01-9494-0-4300-1110-1000-000-00061-00-000	NN												19.96	
TOTAL PAYMENT AMOUNT																		19.96 *	19.96

100354/00	WINBERG, MICHELLE (EMPL REIMB) 129 WHITING FOLSOM, CA 95630																		
PV-260448	11/17/2025	WINCO GATOR STORE			01-1100-0-4300-1110-1000-020-0000-90-000	NN												19.24	
PV-260448	11/17/2025	SAMS CLUB VET. BRKFST			01-1100-0-4300-1110-1000-020-0000-90-000	NN												23.82	
PV-260448	11/17/2025	COSTCO VET. BRKFST			01-1100-0-4300-1110-1000-020-0000-90-000	NN												30.87	
PV-260448	11/17/2025	WINCO VET. BRKFST			01-1100-0-4300-1110-1000-020-0000-90-000	NN												20.53	
PV-260448	11/17/2025	FORKLIFT VET. BRKFST			01-1100-0-4300-1110-1000-020-0000-90-000	NN												16.42	
PV-260448	11/17/2025	COSTCO WINTER WOND.			01-1100-0-4300-1110-1000-020-0000-90-000	NN												45.01	
PV-260448	11/17/2025	WINCO WINT WOND.			01-1100-0-4300-1110-1000-020-0000-90-000	NN												10.36	
PV-260448	11/17/2025	HOBBY LOBBY WINTER WOND.			01-1100-0-4300-1110-1000-020-0000-90-000	NN												13.11	
TOTAL PAYMENT AMOUNT																		179.36 *	179.36

TOTAL BATCH PAYMENT	135,123.76 ***	0.00	135,123.76
TOTAL USE TAX AMOUNT			18.46
TOTAL DISTRICT PAYMENT	135,123.76 ****	0.00	135,123.76
TOTAL USE TAX AMOUNT			18.46
TOTAL FOR ALL DISTRICTS:	135,123.76 ****	0.00	135,123.76
TOTAL USE TAX AMOUNT			18.46

Number of checks to be printed: 78, 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

 11/19/2015
 District Designee Date

FUND	AMOUNT
01 GENERAL FUND	130,587.63
13 CAFETERIA FUND	16,452.00
25 CAPITAL FACILITIES FUND	31,750.00
TOTAL DISTRICT	178,789.63

25	CAPITAL FACILITIES FUND				
P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES	
260635	FAIRBANK MASLIN MAULLIN METZ	PUBLIC OPINION SURVEY	31,750.00	DISTRICTWIDE SERVICES	
		TOTAL FUND	31,750.00		
		TOTAL DISTRICT	178,789.63		

13 CAFETERIA FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
260619	EMCOR SERVICE MESA ENERGY	Marina Food Warmer Repair	1,452.00	Food Services - Req Entry
260636	LUNCHASSIST INC	Consulting Package	15,000.00	Food Services - Req Entry
TOTAL FUND			16,452.00	

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
01	GENERAL FUND			
260641	2NDGEAR LLC	TV Demos	2,898.69	DISTRICTWIDE SERVICES
260622	ABLE KIDS		35,000.00	Student Support Services
260637	AERIES SOFTWARE	Aeries Conference: Rene & Dan	2,398.00	DISTRICTWIDE SERVICES
260625	AIR COMPRESSOR SERVICES	Open PO for 2025-2026	3,000.00	Transportation
260630	AMAZON CAPITAL SERVICES INC	Open PO	1,000.00	Jackson School
260634	AMAZON CAPITAL SERVICES INC	Open PO for 25-26 Lake Forest	1,000.00	Operations
260645	AMAZON CAPITAL SERVICES INC	LF Lost/Damaged Bk Replacement	146.26	DISTRICTWIDE SERVICES
260620	BLISS POWER AND LAWN EQUIP	Open PO for 2025-2026	3,000.00	Operations
260615	BUREAU OF EDUCATION & RESEARCH	PD TRAINING	295.00	DISTRICTWIDE SERVICES
260639	C & H MOTOR PARTS	Open PO for 25-26	1,500.00	Maintenance
260623	CALIFORNIA BAND DIRECTORS ASSO	CASMEC REGISTRATION	520.00	DISTRICTWIDE SERVICES
260617	DALTON, DANIELLE	Parent Reimb,	55,000.00	Student Support Services
260642	DIPIETRO & ASSOCIATES INC	AED Serviced	75.00	Student Support Services
260633	HEGGERTY PHONEMIC AWARENESS	J TK, K Rubow - Phonics TE	107.45	DISTRICTWIDE SERVICES
260618	IMAGINE LEARNING LLC	Sonday Orders	643.50	Student Support Services
260640	INFINITY COMMUNICATIONS AND	Infinity Category 2	4,250.00	DISTRICTWIDE SERVICES
260631	ORIENTAL TRADING COMPANY INC	Open PO	1,000.00	Jackson School
260627	PACIFIC OFFICE AUTOMATION	25/26 Riso Machines at MV	536.25	Marina Village School
260628	PACIFIC OFFICE AUTOMATION	Maintenance for RISO	400.00	Lake Forest School
260621	PAN PACIFIC ENVIRONMENTAL INC	Open PO for the 2025-2026	10,000.00	Maintenance
260632	REALLY GREAT READING COMPANY	HD Word/Essentials - H. McLean	125.21	DISTRICTWIDE SERVICES
260644	REALLY GREAT READING COMPANY	Tchr licenses- R Intervention	177.00	DISTRICTWIDE SERVICES
260624	RUSD CONFERENCE	CASMEC CONFERENCE	1,045.00	Pleasant Grove Middle School
260626	RUSD CONFERENCE	Helping Your English Lang.	295.00	DISTRICTWIDE SERVICES
260643	RUSD CONFERENCE	AMIRA TRAINING 2.0	1,597.64	Jackson School
260629	SCHOOL SPECIALTY LLC	Open PO	1,000.00	DISTRICTWIDE SERVICES
260638	SERVERMONKEY.COM LLC	16 Hard Drives and Trays	977.63	DISTRICTWIDE SERVICES
260646	WILSONS ASPHALT INC	LF - Asphalt Patching/Grinding	1,850.00	Maintenance
260647	WILSONS ASPHALT INC	R - Install wheel stops	750.00	Maintenance
		TOTAL FUND	130,587.63	

Policy 3540: Transportation

Status: DRAFT

Original Adopted Date: 05/24/2005 | **Last Reviewed Date:** 12/09/2025

The Governing Board desires to provide for the safe and efficient transportation of students to and from school as necessary to ensure student access to the educational program, including expanded learning opportunities programs, promote regular attendance, and reduce tardiness. In determining the extent to which the district will provide transportation services, the Board shall weigh student and community needs against the cost of providing such services.

The Superintendent or designee shall recommend to the Board economical, environmentally sustainable, and appropriate means of providing transportation services. The district's transportation services may be provided by means of a joint powers agreement, a cooperative student transportation program, or a consortium, as permitted by law.

No student shall be required to be transported for any reason without the written permission of the student's parent/guardian, except in emergency situations involving illness or injury to the student pursuant to Education Code 35350 or the evacuation of students as necessary for their safety.

Transportation Plan

The Superintendent or designee shall develop a transportation plan in consultation with classified staff, teachers, school administrators, regional local transit authorities, local air pollution control districts and air quality management districts, parents/guardians, students, and other stakeholders. (Education Code 39800.1)

The transportation plan shall be presented to and adopted by the Board at an open meeting, with the opportunity for in-person and remote public comment, and shall be updated annually by April 1. (Education Code 39800.1)

The transportation plan shall include descriptions of the following: (Education Code 39800.1)

The transportation services offered to students

The prioritization of transportation services for low-income students, and students in transitional kindergarten, kindergarten, and any of grades 1 to 6, inclusive

The transportation services accessible to students with disabilities and homeless children and youth, as defined pursuant to the federal McKinney-Vento

Homeless Assistance Act (42 USC 11301)

The manner in which unduplicated students, as defined in Education Code 42238.02, will be able to access available home-to-school transportation at no cost

Transportation Contracts

The Board may purchase, rent, or lease vehicles; contract with a common carrier or municipally owned transit system; contract with responsible private parties including the parent/guardian of the student being transported; and/or contract with the County Superintendent of Schools to provide necessary transportation services. (Education Code 35330, 39800, 39801)

In contracting for transportation services, the district shall comply with all applicable laws related to bids and contracts. (Education Code 39802, 39803)

Prior to contracting with a private entity for student transportation services, the district shall obtain written attestations from the entity that: (Education Code 39879)

The entity does not have any applicable law violations at the time of applying for contract

The entity will maintain compliance with applicable laws for the duration of the contract

Under the contract, only drivers who meet the requirements specified in Education Code 39877 will work

The entity has on file all the reports and documents required pursuant to Education Code 39877 for the duration of the contract, including, but not limited to, updated, revised, or modified reports and documents, and that the reports and documents shall be available for inspection by the district

Any vehicle used to provide student transportation for compensation shall meet both of the following requirements: (Education Code 39879)

Be inspected every 12 months, or every 50,000 miles, whichever comes first, at a facility licensed by the Bureau of Automotive Repair to ensure that the vehicle passes a 19-point vehicle inspection, as adopted by the Public Utilities Commission and as specified in D.13-09-045, before allowing the vehicle to be driven, except for vehicles which are already subject to a statutory inspection program

Be equipped with a first aid kit and a fire extinguisher

Expenses and Fees

In lieu of providing transportation in whole or in part, the district may pay the student's parents/guardians either their actual and necessary expenses in transporting the student or the cost of the student's food and lodging at a place convenient to the school. In either case, the amount of the payment shall not exceed the cost that would be incurred by the district to provide for the transportation of the student to and from school. (Education Code 39806-39807)

The Board may charge a transportation fee to parents/guardians of transported students in accordance with Education Code 39807.5 and Board Policy/Administrative Regulation 3250 - Transportation Fees.

Safety and Monitoring

The Superintendent or designee shall develop procedures to promote safety for students traveling on school buses.

The district may install a global positioning system (GPS) on school buses and/or student activity buses in order to enhance student safety and provide real-time location data to district and school administrators, and parents/guardians.

The district may install video and audio surveillance on school buses and/or student activity buses in order to enhance student safety.

The Superintendent or designee shall ensure the qualifications of bus drivers, in accordance with Administrative Regulation 3542 - School Bus Drivers, and related staff employed by the district; provide for the maintenance and operation of district-owned school buses and other equipment; and ensure adequate facilities for equipment storage and maintenance.

The Governing Board desires to provide for the safe and efficient transportation of students to and from school as necessary to ensure student access to the educational transportation services shall depend upon student and community needs and a continuing assessment of financial resources.

The Superintendent or designee shall recommend to the Board the most economical and appropriate means of providing transportation services.

The Superintendent or designee shall develop procedures to promote safety for students traveling on school buses.

The Superintendent or designee shall ensure the qualifications of bus drivers and related staff employed by the district; provide for the maintenance and operation of maintenance:

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

13 CCR 2025	Retrofitting of diesel school buses
5 CCR 14100-14103	Use of school buses and school pupil activity buses
5 CCR 15240-15343	Allowances for student transportation
5 CCR 15253-15272	District records related to transportation
Ed. Code 35330	Field trips and excursions; student fees
Ed. Code 35350	Authority to transport pupils
Ed. Code 39800	Powers of governing board to provide transportation to and from school
Ed. Code 39800-39860	Transportation services
Ed. Code 39801	Contract with County Superintendent of Schools to provide transportation
Ed. Code 39802-39803	Bids and contracts for transportation services
Ed. Code 39806	Payments to parents in lieu of transportation
Ed. Code 39807	Food and lodging payments in lieu of transportation
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 39808	Transportation for private school students
Ed. Code 39877-39878	School bus driver requirements
Ed. Code 39879	Private transportation provider requirements
Ed. Code 41850-41851.1	Allowances for transportation
Ed. Code 41860-41862	Supplemental allowances for transportation
Ed. Code 42238.02	Local Control Funding Formula
Ed. Code 45125.1	Criminal records summary; employees of contracting entity
Ed. Code 52311	Regional occupational centers; transportation
Ed. Code 56026	Student with a disability; definition
Gov. Code 3540-3549.3	Educational Employment Relations Act
Pen. Code 637.7	Electronic tracking devices
Veh. Code 2807	School bus inspection
Veh. Code 4854	Alternatives to conventional license plates

Management Resources

Court Decision	Arcadia Unified School District v. California Department of Education (1992) 2 Cal. 4th 251
Public Utilities Commission Order	Order Instituting Rulemaking on Regulations Relating to Passenger Carriers, Ridesharing, and New Online-Enabled Transportation Services, September 2013
Website	Department of Motor Vehicles
Website	Public Utilities Commission
Website	Bureau of Automotive Repair
Website	CSBA District and County Office of Education Legal Services
Website	California Air Resources Board Zero Emission School Bus and Infrastructure Program
Website	California Energy Commission
Website	CSBA

Cross References

0410	Nondiscrimination In District Programs And Activities
3000	Concepts And Roles
3100	Budget

Cross References

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3250
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3311
3312
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3514
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3516
3541
3541
3541.1
3541.1-E PDF(1)
3541.2
3541.2
3542
3543
4112.4
4112.4
4112.42
4112.42
4212.4
4212.4
4212.42
4212.42
4231
4231
4312.4
4312.4
4312.42
5116.1
5116.1
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5131.1
5131.1
5141.22
5141.22
5142.2
5142.2
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Description

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[Criminal Background Checks For Contractors](#)
[Emergencies And Disaster Preparedness Plan](#)
[Emergencies And Disaster Preparedness Plan](#)
[Transportation Routes And Services](#)
[Transportation Routes And Services](#)
[Transportation For School-Related Trips](#)
[Transportation For School-Related Trips](#)
[Transportation For Students With Disabilities](#)
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[Health Examinations](#)
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[Infectious Diseases](#)
[Safe Routes To School Program](#)
[Safe Routes To School Program](#)
[Education For Foster Youth](#)
[Education For Foster Youth](#)

Policy 3541.2: Transportation For Students With Disabilities

Status: DRAFT

Original Adopted Date: 05/24/2005 | **Last Reviewed Date:** 12/09/2025

The Governing Board desires to meet the transportation needs of students with disabilities to enable them to benefit from special education and related services. The district shall provide appropriate transportation services for a student with disabilities when the district is the student's district of residence and the transportation services are required in his/her individualized education program (IEP) or Section 504 accommodation plan.

The specific needs of the student shall be the primary consideration when an IEP team is determining the student's transportation needs. Considerations may include, but are not limited to, the student's health needs, travel distances, physical accessibility and safety of streets and sidewalks, accessibility of public transportation systems, midday or other transportation needs, extended-year services, and, as necessary, implementation of a behavioral intervention plan. While the pick-up location and end-of-day drop-off locations need to remain in the District's boundaries, students may be transported to another district school or program if the IEP team determines that placement best meets the student's academic and social-emotional needs.

The Superintendent or designee shall provide IEP teams with information about district transportation services in order to assist them in making decisions as to the mode, schedule, and location of transportation services that may be available to each student with disabilities. The IEP team may communicate with district transportation staff and/or invite transportation staff to attend IEP team meetings where the student's transportation needs will be discussed.

Transportation services specified in a student's IEP or Section 504 plan shall be provided at no cost to the student or his/her parent/guardian.

If a student whose IEP or accommodation plan specifies transportation needs is excluded from school bus transportation for any reason, such as suspension, expulsion, or other reason, the district shall provide alternative transportation at no cost to the student or parent/guardian. (Education Code 48915.5)

When contracting with a nonpublic, nonsectarian school or agency to provide special education services, the Superintendent or designee shall ensure that the contract includes general administrative and financial agreements related to the provision of transportation services if specified in the student's IEP. (Education Code 56366)

The Superintendent or designee shall arrange transportation schedules so that students with disabilities do not spend an excessive amount of time on buses compared to other students. Arrivals and departures shall not reduce the length of the school day for these students except as may be prescribed on an individual basis.

The Superintendent or designee shall ensure that any mobile seating devices used on district buses are compatible with bus securement systems required by 49 CFR 571.222. (Education Code 56195.8)

As necessary, a student with disabilities may be accompanied on school transportation by a service animal, as defined in 28 CFR 35.104, including a specially trained guide dog, signal dog, or service dog. (Education Code 39839; Civil Code 54.1-54.2; 28 CFR 35.136)

When transportation is not specifically required by the IEP or Section 504 plan of a student with disabilities, the student shall be subject to the rules and policies regarding regular transportation offerings within the district.

The Governing Board shall ensure that appropriate transportation services are provided for students with disabilities as specified in their individualized education program (IEP) or accommodation plan. The district shall make home-to-

school transportation available for students at no cost to parents/guardians as specified in the student's IEP.

The Superintendent or designee shall establish criteria and procedures for determining the most appropriate mode of transportation for an individual student based on identified needs as determined in the IEP or accommodation plan.

The Superintendent or designee shall arrange transportation schedules so that students with disabilities do not spend an excessive amount of time on buses compared to other students. Arrivals and departures shall not reduce the length of the school day for these students except as may be prescribed on an individual basis.

The Superintendent or designee shall establish procedures to ensure compatibility between mobile seating devices and bus securement systems.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

5 CCR 15243	Physically handicapped minors
5 CCR 15271	Exclusion from report
Civ. Code 54.1	Service animals
Civ. Code 54.2	Guide, signal, or service dogs; right to accompany
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 39839	Transportation of guide dogs, signal dogs, service dogs
Ed. Code 41850-41851.1	Allowances for transportation
Ed. Code 48300-48315	Alternative interdistrict attendance program
Ed. Code 48915.5	Recommended expulsion; foster youth with disabilities
Ed. Code 56040	No cost for special education and related services
Ed. Code 56195.8	Adoption of policies
Ed. Code 56327	Assessment for special education and related services
Ed. Code 56345	Individualized education program contents
Ed. Code 56365-56366.1	Nonpublic nonsectarian schools or agencies

Federal

	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
28 CFR 35.104	Definitions, auxiliary aids and services
28 CFR 35.136	Service animals
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 104.4	Equal opportunity under the Rehabilitation Act of 1973, Section 504
34 CFR 300.1-300.818	Individuals with Disabilities Education Act
34 CFR 300.34	Related services
49 CFR 571.222	Federal motor vehicle safety standard #222

Management Resources

	Description
California Department of Education Publication	Special Education Transportation Guidelines
California Department of Education Publication	Pupil Fees, Deposits and Other Charges, Fiscal Management Advisory 12-02, April 24, 2013
U.S. DOE Publication	Questions and Answers on Serving Children with Disabilities Eligible for Transportation, 2009

Management Resources

U.S. DOE Publication

Website

Website

Website

Website

Description

[Protecting Students with Disabilities: Frequently Asked Questions About Section 504 and the Education of Children with Disabilities, 2009](#)

[CSBA District and County Office of Education Legal Services](#)

[California Department of Education](#)

[U.S. Department of Education](#)

[U.S. Department of Education, Office for Civil Rights](#)

Cross References

0410

[Nondiscrimination In District Programs And Activities](#)

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[Comprehensive Local Plan For Special Education](#)

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[Comprehensive Local Plan For Special Education](#)

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[Staff Development](#)

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[Bus Conduct](#)

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[Bus Conduct](#)

5144.2

[Suspension And Expulsion/Due Process \(Students With Disabilities\)](#)

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[Individualized Education Program](#)

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[Individualized Education Program](#)

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[Nonpublic, Nonsectarian School And Agency Services For Special Education](#)

6159.2

[Nonpublic, Nonsectarian School And Agency Services For Special Education](#)

6159.3

[Appointment Of Surrogate Parent For Special Education Students](#)

6159.3

[Appointment Of Surrogate Parent For Special Education Students](#)

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[Animals At School](#)

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[Animals At School](#)

6164.4

[Identification And Evaluation Of Individuals For Special Education](#)

6164.4

[Identification And Evaluation Of Individuals For Special Education](#)

6164.6

[Identification And Education Under Section 504](#)

6164.6

[Identification And Education Under Section 504](#)

**PROCLAMATION OF
THE RESCUE UNION SCHOOL DISTRICT
REGARDING
SCHOOL BOARD RECOGNITION MONTH**

WHEREAS, an excellent public education school system is vital to the quality of life for our Rescue Union School District community; and

WHEREAS, January is designated as School Board Recognition Month across the United States to honor the impactful work of school board members; and

WHEREAS, this month-long recognition highlights the crucial role school boards play in supporting student success; and

WHEREAS, it is a time to thank them for their service in establishing policies, setting educational goals, and ensuring schools are responsive to community needs; and

WHEREAS, our board members continue to advocate to best serve the children in our community each and every day; and

WHEREAS, our board members are committed to children's education and believe that all children can be successful learners and that the best education is tailored to the individual needs of the child; and

WHEREAS, our board members work closely with parents, Rescue Union School District staff, and other community members to create the healthiest environments possible where all of our students can thrive; and

WHEREAS, our board members are responsible for building and maintaining the structure that provides a solid foundation for our school district; and

WHEREAS, our board members are strong advocates for public education and are responsible for communicating the needs of our school district to the public and the public's expectations to the district; and

WHEREAS, the mission of the public schools to meet the diverse educational needs of all children and to empower them to become competent, productive contributors to a democratic society and an ever-changing world is more poignant than ever before;

NOW, THEREFORE, the Rescue Union School District acknowledges the month of January as School Board Recognition Month.

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Waterford HOA Donation Activities

RECOMMENDATION:

The Superintendent recommends the Board of Trustees approve the Memorandum of Understanding with Waterford Home Owners Association for landscaping on the Lake Forest property (the corner of Sailsbury and Portsmouth Dr.)

BACKGROUND:

The Waterford Home Owners Association (WHOA) has an interest in having the entrance to their community be beautified. The president reached out to the District offering to donate the landscaping activities at the corner of Sailsbury and Portsmouth. The District agreed provided the landscaping did not increase the workload of the District groundskeeping staff.

STATUS:

WHOA provided a quote for landscaping services that the District agreed upon. The required maintenance is low as requested by the District. Additionally, all required insurance has been provided.

FISCAL IMPACT:

There is no fiscal impact to the District.

BOARD GOAL:

IV. COMMITMENT TO COMMUNITY

- B.** Connectedness: Foster a strong sense of community connectedness by building partnerships with local organizations, creating opportunities for family involvement, and encouraging community participation in school events to support student success and well-being.

Reflected in LCAP GOAL 3

V. FISCAL ACCOUNTABILITY

Keep the district fiscally solvent and stable through prudent LCAP aligned budget processes in order to meet the needs of all of our students, staff and schools.

Reflected in LCAP GOAL(S) 1-2-3

**LICENSE AGREEMENT
BETWEEN THE
RESCUE UNION SCHOOL DISTRICT
AND THE
WATERFORD HOMEOWNERS ASSOCIATION**

THIS LICENSE ("Agreement"), effective on the ____ day of _____, 2025, 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 Waterford Homeowners Association ("HOA"). The District and the HOA ("Licensee") shall be referred to individually as "Party" and collectively as "Parties."

I.

RECITALS

WHEREAS, the District owns and operates Location at the Lake Forrest Elementary School campus, commonly known as 2240 Sailsbury Dr., El Dorado Hills, including the landscaped area at the corner of Sailsbury Dr. and Portsmouth Dr. covering approximately 3,000 square feet of the landscaped 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 landscaping improvements ("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 HOA 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 HOA Donation Activities;

NOW, THEREFORE, the Parties hereby agree as follows:

II.

TERM OF AGREEMENT

2.1 The term of this Agreement shall commence on _____, 2025 and shall remain in effect for 90 days or until the Donation Activities are concluded, whichever occurs first.

III.

PROPERTY DESCRIPTION

3.1 The Location comprise the following, as depicted in Attachment "A," the Site Map:

Lake Forest Elementary School, 2240 Sailsury 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 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 HOA 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 HOA, and accepted by the District, as a charitable donation for no valuable consideration from the District. The approved activities are outlined in Appendix B.
- 9.2 The HOA shall have express, written approval by District for any and all changes to be made to the Location as identified in appendix A, which are generally intended to comprise emplacement of improved landscaping thereabout
- 9.3 The HOA shall be solely responsible for all kind and manner of compliance with legal requirements for the prosecution of the Donation Activates, including, without limitation, securing and complying with any required permits for and inspections of the Donation Activities.
- 9.4 The HOA 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 HOA's standard of due care.

- 9.5 In addition to the indemnities and other obligations set forth herein, in any event that the HOA 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 HOA 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 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:

Waterford Home Owners' Association

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:

HOA:

Lisa Donaldson, Assistant Superintendent
Rescue Union school District

Name
Title

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 HOA's standard of due care.

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District:

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

Location User:


Waterford Home Owners' Association

Address: 2544 Raleigh Way, EOH 95762
Attn: TAM, MADERA, HOA VP

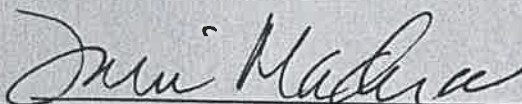
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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as follows:

DISTRICT:


Lisa Donaldson, Assistant Superintendent
Rescue Union School District

HOA:


Name TAM, MADERA
Title Waterford HOA, VP



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2025

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
LaBarre/Oksnee Insurance
30 Enterprise, Suite 180
Aliso Viejo CA 92656

CONTACT
NAME:
PHONE (A/C, No, Ext): 800-698-0711 FAX (A/C, No): 949-588-1275
E-MAIL ADDRESS: proof@hoa-insurance.com

INSURED
LAKEFOR-08
Lake Forest - Waterford Owners Association
c/o Maremonte Realty, Inc.
2574 Raleigh Way
El Dorado Hills CA 95762

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lio Insurance	40550
INSURER B : PMA Insurance Group	12262
INSURER C : Scottsdale Insurance Company	15580
INSURER D : Philadelphia Indemnity Ins. Co	18058
INSURER E :	
INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 501599341**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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		HOA1000021426-02	4/15/2025	4/15/2026	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	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			HOA1000021426-02	4/15/2025	4/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ Included BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C B D	Property Crime/Fidelity Bond Directors & Officers	Y Y		CPS7976916 4125010879965Y PCAP033786-0422	4/15/2025 4/15/2025 4/15/2025	4/15/2026 4/15/2026 4/15/2026	\$1,000 Deductible \$476,500 \$1,000 Deductible \$375,000 \$1,000 Deductible \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
HOA consists of 393 units. Located in El Dorado Hills, CA.

Management Company is Additionally Insured on the General Liability, D&O Liability, and Fidelity Bond.

See 2nd page of certificate of insurance for further coverage information.

See Attached...

CERTIFICATE HOLDER

Maremonte Realty, Inc.
2574 Raleigh Way
El Dorado Hills CA 95762
USA

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Location





HOME IMPROVEMENT CONTRACT

This Home Improvement Contract (the “Agreement”) is dated as of the last date of execution by any Party hereto (the “Effective Date”), and is entered into by and between PROGRESSIVE LANDSCAPES, INC. (“Contractor”), on the one hand, and (“Owner”) on the other hand.

Contractor and Owner are each a “Party,” and are referred to, collectively, as “Parties” in this Agreement.

Owner is entitled to a completely filled in copy of this agreement, signed by both Owner and Contractor before any work may be started.

Contractor:

d.b.a. Progressive Landscapes
334 Green Valley Road, Suite D
El Dorado Hills, CA 95762
don@progressivepools.com
CSLB # 970596 - Contractor is Landscaping (Class C27) and Swimming Pool
(Class C53) Contractor licensed in the State of California

Owner: Lake Forest Elementary
Phone: Point of contact - Tami Madera #408-807-3273
Email: maderafam2020@gmail.com

CONSTRUCTION SITE

The Work (as later defined herein) to be performed according to the terms and conditions set forth in this Agreement is to take place at the following address (hereinafter referred to as the “Property”): 2240 Salisbury Drive, El Dorado Hills Ca.

RECITALS

This Agreement is entered into with reference to the following facts, which are incorporated into and made part of this Agreement:

WHEREAS, Owner desires to landscape Owner's yard located at the Property; and

WHEREAS, Owner has contacted Contractor to perform certain landscape services and to furnish related materials; and

WHEREAS, Contractor desires to provide landscape services and related materials to the Owner, and Owner desires to pay the Contractor for such services and materials, according to the terms and conditions of this complete Agreement.

NOW, THEREFORE, in consideration of the promises set forth in this Agreement, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 SCOPE OF WORK

Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed

The services to be provided by Contractor to Owner under this Agreement shall be referred to herein as the contracted "**Work**" and includes the following:

See SCOPE OF WORK attached hereto and incorporated herein by this reference.

ARTICLE 2 DOWN PAYMENT

Owner shall pay to the Contractor as a down payment the sum of **\$1,000.00**

THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10% OF THE CONTRACT PRICE, WHICHEVER IS LESS.

ARTICLE 3
SCHEDULE OF PROGRESS PAYMENTS

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment.

IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

The following progress payments shall be made promptly by Owner to Contractor as each of the below line items are delivered or completed, as indicated below.

COMPLETED PHASE	PROGRESS PAYMENT
Contract Execution=\$1,000.00	
Completion of Site Demo \$6,000.00	
Start of Concrete wall & boulder placement-\$6,000.00	
Completion of concrete wall with veneer=\$3,000.00	
Completion of railroad tie steps=\$4,050.00	
Delivery of Plant Materials & irrigation= \$4,000.00	
Completion of Planting & irrigation= \$5,500.00	
Completion of Mulch or Bark Installation \$6,000.00	
Completion of Landscape Lighting Install \$2,000.00	
TOTAL OF PAYMENTS-	<u>\$37,550.00</u>

TOTAL PAYMENTS

\$37,550.00

Upon satisfactory payment being made for any portion of the work performed, the Contractor shall, prior to any further payment being made furnish to the person contracting for the residential improvement a full and unconditional release from any claim or Mechanic's Lien, pursuant to Section 3114 of the California Civil Code, for that portion of the work for which payment has been made.

If Owner fails to timely pay any amount due under any invoice, then **Owner shall pay to Contractor a penalty equal to 0.066% per day (2.0% per month) on the amount wrongfully withheld.** The foregoing penalty shall be payable by Owner to Contractor without prejudice to the rights of Contractor to collect any other amounts due to Contractor under this Agreement and applicable laws (including, without limitation, stop work expenses set forth in Article 14 and attorney's fees set forth in Article 18.5).

**ARTICLE 5
APPROXIMATE START DATE**

Contractor shall begin Work earlier on or about [, 2025]. Note that failure to substantially commence work within 20 days from the date specified may be a violation of the license law.

ARTICLE 5
APPROXIMATE COMPLETION DATE

Contractor shall complete the Work on or about [, 2025]

ARTICLE 6
LIST OF DOCUMENTS TO BE
INCORPORATED INTO THE CONTRACT

The following documents are attached hereto and incorporated herein by reference:

- Scope of Work
- Extras & Change Order Form
- Mechanics Lien Warning
- Contractors State License Board Notice
- Three-Day Right to Cancel
- Notice of Cancellation (3-Day)
- Seven-Day Right to Cancel
- Notice of Cancellation (7-Day)

_____ Initials

The law requires that the contractor give you a notice explaining your right to cancel. Initial the checkbox if the contractor has given you a “Notice of the Three-Day Right to Cancel.”

_____ Initials

The law requires that the contractor give you a notice explaining your right to cancel. Initial the checkbox if the contractor has given you a “Notice of the Seven-Day Right to Cancel.”

By executing this Agreement, Owner: (i) acknowledges that each of the above referenced documents are attached hereto, and (ii) agrees that Owner has timely received each of the above documents from Contractor.

ARTICLE 7
NOTE ABOUT EXTRA WORK AND CHANGE ORDERS

Minor Changes by Contractor

Contractor is authorized to make minor changes in the Work which are: (i) in the interest of Owner, (ii) do not materially alter the quality or performance of the Work, and (iii) do not affect the cost or time of performance, and comply with applicable Laws, codes, ordinances and regulations. Contractor shall notify Owner of each minor change made in the Work

Extra Work and Change Orders by Owner

Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

Any extras or changes to the Work to be performed under this Agreement must be mutually agreed to in writing using the **Extras & Change Order Form** attached hereto and incorporated herein by reference. Owner may not require Contractor to perform any extras or changes to the Work without first obtaining a fully executed **Extras & Change Order Form**.

ARTICLE 8 CONTRACTOR INSURANCE

Contractor shall procure and maintain, at its sole cost and expense, and keep in effect continuously during the life of this Agreement, the following insurance coverages:

Commercial General Liability Insurance (CGL)

This Contractor carries commercial general liability insurance written by Atlantic Casualty Insurance Company. You may call Atlantic Casualty Insurance Company at 919-759-3200 to check the Contractor's coverage.

The aforementioned CGL policy shall have limits in an amount not less than \$1,000,000 per occurrence, with aggregate limits of not less than \$2,000,000, and further, shall name Owner as additionally insured.

Workers' Compensation Insurance

This Contractor carries workers' compensation insurance for all employees.

Contractor shall carry Workers' compensation insurance as required by law in California (statutory limits) and bodily injury by accident (each accident), One Million Dollars (\$1,000,00).

Automobile Insurance

Contractor shall carry commercial auto liability insurance including, without limitation, coverage for liability arising out of all owned, non-owned, leased and hired automobiles, trucks, trailers and semi-trailers, including, without limitation, any machinery or apparatus attached thereto, with limits of liability of not less than One Million Dollars (\$1,000,000) each accident.

ARTICLE 9 OWNER INSURANCE

Owner will procure at Owner's expense and before the commencement of any work hereunder, fire insurance with course of construction, vandalism and malicious mischief clauses attached, such insurance to be a sum at least equal to the contract price with loss, if any, payable to any beneficiary under any deed of trust covering the project, such insurance shall also name the Contractor and any subcontractors as additional insured, and to include sufficient funds to protect Owner, Contractor, subcontractors and construction lender as their interests may appear. In the event Owner fails to do so, then (i) Owner shall indemnify, defend and hold harmless Contractor and any subcontractors from any and all liability resulting from occurrences that would have been covered under such policies, and (ii) if so elected by Contractor at Contractor's sole discretion, Contractor may procure such insurance as agent for Owner and at Owner's expense, but Contractor is not required to do so.

If the project is destroyed or damaged by accident, disaster or calamity, such as fire, storm, earthquake, flood, landslide, or by theft or vandalism, any work done by the Contractor in rebuilding or restoring the project shall be paid for by the Owner as extra work.

Owner shall obtain and pay for insurance against injury to Owner's own employees and persons under Owner's direction and other persons on the job site at Owner's invitation.

ARTICLE 11 OTHER OBLIGATIONS OF OWNER

Contractor shall promptly notify the Owner of either (a) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, and (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent to Work provided under this Agreement. Owner acknowledges that the existence of such conditions may cause additional costs to be incurred by Contractor necessary to complete the Work according to the intent of the Parties. Owner hereby agrees that such conditions and any subsequent modifications to the Work are to be considered Extras and/or Change Orders, and Owner shall pay for all expenses incurred as a result thereof.

The Owner is responsible to supply water, gas, sewer and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site is necessary.

Owner agrees to allow and provide Contractor and his equipment access to the property and provide toilet facilities.

The Owner is responsible for having sufficient funds to comply with this agreement. This is a cash transaction unless otherwise specified.

The Owner is responsible to remove or protect any personal property and Contractor is not responsible for it or for any driveways, lawns, shrubs, etc.

The Owner will point out and warrant the property lines to Contractor.

ARTICLE 12 RIGHT TO SUBCONTRACT

Contractor shall have the right to, and may at its sole discretion, subcontract certain portions of the Work under this Agreement, or all Work, to any number of licensed subcontractors.

ARTICLE 13 PERMITS, FEES, TAXES AND ASSESSMENTS

Owner shall pay for taxes and assessments of all descriptions. **Contractor shall obtain the permit, Owner shall pay for all required building permits** and Owner shall pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, schools, school facilities, other utilities, hook-up charges and the like.

ARTICLE 14 RIGHT TO STOP WORK

Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this Agreement. Contractor may keep the job idle until all payments due are received. Such failure to make payment when due is a material breach of this Agreement. Additionally, in the event Owner fails to perform any of its obligations under Article 11 herein, Owner shall be in material default and Contractor may keep the job on idle until the Owner cures such breach. These remedies are in addition to any other right or remedy that the Contractor may have. **Owner acknowledges and agrees that (i) any delay resulting from Owner default shall be automatically added to the approximate completion date defined herein, and that (ii) Owner shall pay the additional costs for the delay in stopping and starting the project, which cost shall be \$400.00 per an occurrence and shall be treated as an Extra and/or Change Order automatically agreed to by Owner and made payable to Contractor.**

ARTICLE 15 TERMINATION

Owner shall have the right at any time, when in its reasonable opinion Contractor is not in good faith carrying out the terms of this Agreement, by a written notice delivered to Contractor, to require Contractor to discontinue all Work under this Agreement, and Contractor shall then discontinue the Work and Owner will have the power to contract for completion of the Work by another contractor. Notwithstanding the foregoing, Owner shall pay to Contractor upon termination of this Agreement the prorated value of all Work already performed as well as the full cost of all materials related to the Work actually secured and paid for by Contractor at that time.

ARTICLE 16 WARRANTY

Contractor will replace or credit all plants supplied and installed by Contractor that fail to survive for a period of ninety (90) days from the date of invoice. Plants will only be replaced one time at no charge. Replacement plants are not warranted. All other construction, unless specifically stated otherwise herein, shall carry a one (1) year warranty from the date on the invoice covering repair or replacement of materials and workmanship.

Contractor's warranty expressly excludes damage and/or deficiencies caused by: (i) neglected maintenance, (ii) misuse, (iii) vandalism, or (iv) acts of God. Where applicable, manufacturers' warranty shall apply. Warranties will be voided in cases of physical and or chemical damage, neglect in watering or pest control applications, or for accounts over sixty (60) days past due from date of invoice.

ARTICLE 17 DISPUTE RESOLUTION

Mediation

Owner and Contractor agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action, subject to this Article 17. If any party commences an action without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.**

The fees necessary to initiate the mediation shall be advanced by Owner and Contractor equally, with the costs of the mediation to be borne as determined by the parties. If the parties cannot resolve their dispute through mediation and they proceed to arbitration or court, then the costs of mediation shall be borne as determined by the arbitrator or judge.

Arbitration

THIS ARBITRATION PROVISION IS ONLY EFFECTIVE IF INITIALED BY BOTH OWNER AND CONTRACTOR WHERE INDICATED BELOW. (*)

ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

THE VENUE OF ARBITRATION SHALL BE IN THE COUNTRY WHERE THE PROPERTY IS LOCATED UNLESS OWNER AND CONTRACTOR AGREE TO SOME OTHER LOCATION. THE FEES NECESSARY TO INITIATE ARBITRATION SHALL BE ADVANCED BY OWNER AND CONTRACTOR EQUALLY, WITH COSTS AND FEES (INCLUDING ONGOING COSTS AND FEES) TO BE PAID AS AGREED BY THE PARTIES. IF THE PARTIES CANNOT AGREE ON THE PAYMENT OF SUCH COSTS AND FEES, ALL COSTS AND FEES OF THE ARBITRATION SHALL ULTIMATELY BE BORNE AS DETERMINED BY THE ARBITRATOR(S).

CLAIMS WITHIN THE MONETARY LIMIT OF THE SMALL CLAIMS COURT SHALL BE LITIGATED IN SUCH COURT AT THE REQUEST OF EITHER PARTY, SO LONG AS BOTH PARTIES LIMIT THEIR RIGHT TO RECOVERY TO THE JURISDICTION OF THE SMALL CLAIMS COURT. ANY CLAIM FILED IN SMALL CLAIMS COURT SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO ARBITRATE, AND IF A COUNTER CLAIM IN EXCESS OF THE JURISDICTION OF THE SMALL CLAIMS COURT IS FILED IN THE MUNICIPAL OR SUPERIOR COURT, THEN THE PARTY FILING IN SMALL CLAIMS COURT MAY DEMAND ARBITRATION PURSUANT TO THIS ARTICLE.

NOTICE:

BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

(*) WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISIONS TO NEUTRAL ARBITRATION.

Owner Initials _____

Contractor Initials _____

ARTICLE 18 GENERAL PROVISIONS

18.1. Recitals Incorporated.

The recitals set forth above are incorporated herein by reference and are explicitly made part of this Agreement.

18.2. Successors and Assigns.

The respective rights and obligations of the parties to this Agreement may not be assigned by any party without the prior written consent of the other, which consent may not be unreasonably withheld or delayed. The terms and provisions of this Agreement shall be binding on and inure to the benefit of the consented successors and assigns of the Parties.

18.3. Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, oral and written, between the parties hereto with respect to the subject matter of this Agreement.

18.4. Modification and Waiver.

This Agreement may not be amended, modified, or supplemented except by written agreement signed by the party against which the enforcement of the amendment, modification, or supplement is sought. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision. No waiver shall be binding unless executed in writing by the party making the waiver.

18.5. Attorney Fees.

If any legal action or other proceeding is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs incurred in the action or proceeding, in addition to any other relief to which the prevailing party may be entitled.

18.7. Notices.

All notices required or permitted to be given to a Party to this Agreement shall be in writing and shall be personally delivered, sent by certified mail, postage prepaid, return receipt requested, sent by facsimile, sent by email, or sent by an overnight express courier service that provides written confirmation of delivery, to such Party at the addresses listed at the start of this Agreement.

Each such notice or other communication shall be deemed given, delivered, and received upon its actual receipt, except that if it is sent by mail in accordance with this Article, then it shall be

deemed given, delivered, and received five (5) days after the date of such notice or other communication is deposited in the United States Postal Service in accordance with this Article. Any Party to this Agreement may give written notice of a change of its address to the other Party to this Agreement.

18.8. Headings.

All article and section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement.

18.9. Counterparts.

This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one counterpart has been signed by each party and delivered to the other party hereto.

18.10. Time of Essence.

Time shall be of the essence with respect to the obligations of the parties to this Agreement.

18.11. Governing Law and Venue.

This Agreement shall be governed by the internal laws of the State of California without regard to its choice of law or conflict of law principles. The state and federal courts located in the State of California shall have exclusive jurisdiction over the parties with respect to any disputes arising out of, or related to, this Agreement or the employment relationship, and the parties hereto irrevocably consent to the personal jurisdiction of such courts for any such disputes except as otherwise set forth in the Arbitration Provision herein, if acknowledged and agreed to by all Parties.

18.12. Severability.

If any provision of this Agreement, or the application thereof, is held to any extent to be invalid, illegal or unenforceable, then (i) the remaining provisions of this agreement shall remain valid and enforceable to the full extent permitted by applicable law, and (ii) the invalid, illegal or unenforceable provision shall be enforced to that extent permissible by applicable law in accordance with the original intent of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of this Agreement.

PROGRESSIVE LANDSCAPES, INC.
("Contractor")

("Owner")

Signature

Signature

Print Name

Print Name

Date

Date

*** Owner has the right to require the contractor to have a performance and payment bond**

SCOPE OF WORK

Demolition & Grading:

Area approximately 3,000 sqr. ft. ANY CHANGES OR ADDITIONAL WORK WILL GO TO A CHANGE ORDER WHICH COULD CAUSE THE COST TO GO UP OR DOWN.

Cost=\$7,500.00

OUTDOOR LIGHTING:

6 SOLAR UP LIGHTS. ANY CHANGES OR ADDITIONAL WORK WILL GO TO A CHANGE ORDER WHICH COULD CAUSE THE COST TO GO UP OR DOWN.

Cost=\$850.00

IRRIGATION:

1 DRIP LINE CONNECTED TO THE EXISTING IRRIGATION LINE. ANY CHANGES OR ADDITIONAL WORK WILL GO TO A CHANGE ORDER WHICH COULD CAUSE THE COST TO GO UP OR DOWN.

Cost=\$1,800.00

CMU BLOCK WALL WITH BRICK VENEER:

10 LINEAR FT AT 4FT HIGH

50 SQR FT. WITH A NATURAL STONE CAP. WE WILL ALSO INSTALL THE PLAQUE. ANY CHANGES OR ADDITIONAL WORK WILL GO TO A CHANGE ORDER WHICH COULD CAUSE THE COST TO GO UP OR DOWN.

Cost=\$9,800.00

RAIL ROAD TIE STEPS & HANDRAIL ON ONE SIDE & DECOMPOSED GRANITE LANDINGS:

7 RAILROAD TIE STEPS 5 FT WIDE WITH A DECOMPOSED GRANITE WITH BINDER AT THE LANDING AT THE BOTTOM & TOP= ANY CHANGES OR ADDITIONAL WORK WILL GO TO A CHANGE ORDER WHICH COULD CAUSE THE COST TO GO UP OR DOWN.

Cost=\$4,100.00

PLANTING:

30-1 GAL, 17-5GAL & 2-15 GAL. 8-YARDS OF SOIL. ANY CHANGES OR ADDITIONAL WORK WILL GO TO A CHANGE ORDER WHICH COULD CAUSE THE COST TO GO UP OR DOWN.

Cost=\$4,500.00

BOULDERS:

THIS WILL BE A MIX OF DOUBLE HEAD AND SPECIMEN PLACEMENT BOULDERS. ANY CHANGES OR ADDITIONAL WORK WILL GO TO A CHANGE ORDER WHICH COULD CAUSE THE COST TO GO UP OR DOWN.

Cost=\$3,000.00

BARK OR GRAVEL: 3,000 SQ FT

35 YARDS, NATURAL BROWN WALK ON BARK WITH A WEED BARRIER OR GRAVEL. ANY CHANGES OR ADDITIONAL WORK WILL GO TO A CHANGE ORDER WHICH COULD CAUSE THE COST TO GO UP OR DOWN.

Cost=\$6,000.00

Grand total=\$37,550.00

EXTRAS & CHANGE ORDERS

Contractor: PROGRESSIVE LANDSCAPES, INC. 110 BLUE RAVINE RD #158 FOLSOM, CA 95630 Phone: (916) 365-9552 Email: donaldd52@yahoo.com CSLB # 970596 Contractor is Landscaping Contractor licensed in the State of California (Class C27)	Owner Lake Forest Elementary Phone:Point of contact-Tami Madera Point of contact #408-807-3273 Email:maderafam2020@gmail.com
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SCOPE OF WORK

Description of the Change and Description of the Significant Materials to be Used and
Equipment to be Installed and/or Changed (hereinafter "Change")

CONTRACT PRICE

- ☐ This Change adds the following amount to the Contract Price: \$ _____
- ☐ This Change reduces the Contract Price by the following amount: \$ _____

SCHEDULE OF PROGRESS PAYMENTS

- ☐ This Change shall have the following effect on the Schedule of Progress Payments:

Payments due under the Agreement are hereby adjusted to reflect this Change. Any payment due
for this Change shall be payable on: _____ (Date).

APPROXIMATE COMPLETION DATE

The approximate completion date of all Work according to the Agreement, including this Change, shall be adjusted to: _____ (Date).

NOTE ABOUT EXTRA WORK AND CHANGE ORDERS

Owner may not require changes without written authorization and a statement that a change order is not enforceable against the Owner unless: (i) a writing describing the scope of the work, (ii) the amount to be added or subtracted from the contract, and (iii) the effect on progress payments and completion date is put in writing before the commencement of the changed work plus a statement that the contractor's failure to comply does not preclude the recovery of compensation based on legal or equitable remedies designed to prevent unjust enrichment.

IN WITNESS WHEREOF, the parties execute this Agreement on the date entered below.

PROGRESSIVE LANDSCAPES, INC.

("Contractor")

("Owner")

Signature

Signature

Print Name

Print Name

Date

Date

* Owner has the right to require the contractor to have a performance and payment bond

MECHANICS LIEN WARNING

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20-day Preliminary Notice." This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notice.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's Web site at www.cslb.ca.gov or call CSLB at 80-321-CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

CONTRACTORS' STATE LICENSE BOARD (CSLB) NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

Information about the Contractors' State License Board (CSLB): CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

Visit CSLB's Web site at www.cslb.ca.gov

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P. O. Box 26000, Sacramento, CA 95826.

Contractor/Seller:

Date Home Improvement Contract Signed:

**PROGRESSIVE LANDSCAPES, INC.
110 BLUE RAVINE RD #158
FOLSOM, CA 95630**

[INSERT DATE CONTRACT SIGNED]

*** Buyer's Notice of Cancellation is to be mailed to the Contractor's above listed address.**

CSLB # 970596

Contractor is Landscaping Contractor licensed in the State of California (Class C27)

NOTICE OF THE THREE-DAY RIGHT TO CANCEL

You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fails to do so, then you remain liable for performance of all obligations under the contract.

**NOTICE OF CANCELLATION
(3-DAY)**

Date of Transaction: _____

[INSERT DATE CONTRACT SIGNED ABOVE]

Today's Date: _____

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract."

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to PROGRESSIVE LANDSCAPES, INC. at 110 BLUE RAVINE ROAD #158, FOLSOM, CALIFORNIA 95630 no later than midnight on _____ **[INSERT DATE 3 DAYS FOLLOWING DATE CONTRACT WAS SIGNED]**.

I hereby cancel this transaction.

(Buyer's/Owner's signature)

(Date)

Contractor/Seller:

Date Home Improvement Contract Signed:

**PROGRESSIVE LANDSCAPES, INC.
110 BLUE RAVINE RD #158
FOLSOM, CA 95630**

[INSERT DATE CONTRACT SIGNED]

*** Buyer's Notice of Cancellation is to be mailed to the Contractor's above listed address.**

CSLB # 970596

Contractor is Landscaping Contractor licensed in the State of California (Class C27)

NOTICE OF THE SEVEN-DAY RIGHT TO CANCEL

You, the buyer, have the right to cancel this contract within seven business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the seventh business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

**NOTICE OF CANCELLATION
(7-DAY)**

Date of Transaction: _____

[INSERT DATE CONTRACT SIGNED ABOVE]

Today's Date: _____

You may cancel this transaction, without any penalty or obligation, within seven business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to PROGRESSIVE LANDSCAPES, INC. at 110 BLUE RAVINE ROAD #158, FOLSOM, CALIFORNIA 95630 no later than midnight on _____ **[INSERT DATE 7 DAYS FOLLOWING DATE CONTRACT WAS SIGNED]**.

I hereby cancel this transaction.

(Buyer's/Owner's signature)
CONTRACT

(Date) **HOME IMPROVEMENT**

Progressive Landscapes, Inc.
d/b/a Progressive Pools & Spas

This Home Improvement Contract (the “**Agreement**”) is dated as of the last date of execution by any Party hereto (the “**Effective Date**”), and is entered into by and between PROGRESSIVE LANDSCAPES, INC. (“**Contractor**”), on the one hand, and [Abstract] (“**Owner**”) on the other hand. Contractor and Owner are each a “**Party**,” and are referred to, collectively, as “**Parties**” in this Agreement.



RESCUE UNION SCHOOL DISTRICT

"Educating for the Future, Together"

2026 Board Meeting Calendar

Board Approved 10.7.25 / Revised, Pending Approval 12.9.25

Regular Meeting: 5:30 p.m. Closed Session - 6:30 p.m. Open Session / Study Session 5:30 p.m.

	Holiday
	Board Meeting
	Board Study Session
	Special Board Meeting

JAN				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Jan 16 - Board Items Due

- 1 New Year's Day
- 2 Winter Break Ends
- 19 Martin Luther King Jr. Day

FEB				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

Jan 30 - Board Items Due

- 13 Lincoln's Day (observed)
- 16 President's Day (Washington's Day)

MAR				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
	24	25	26	27
30	31			

Feb 27 - Board Items Due

- 24 Potential Emergency School Closure Make-Up Day
- 30 Spring Break Begins

APR				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

Mar 27 - Board Items Due

- 6 Spring Break Ends

MAY				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Apr 24 - Board Items Due

- 25 Memorial Day (observed)

JUNE				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

May 29 - Board Items Due Jun 11 - Board Items Due

JULY				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

Board Meeting Date TBA, as Needed 3 Independence Day (observed)

AUG				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

Jul 31 - Board Items Due

SEPT				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

Aug 28 - Board Items Due 7 Labor Day (observed)

OCT				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Sept 25 - Board Items Due

NOV				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

Nov 6 - Board Items Due

- 11 Veterans Day (observed)
- 23-27 Thanksgiving Break

DEC				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

Dec 1 - Board Items Due

- 21 Winter Break Begins

RESCUE UNION SCHOOL DISTRICT

FIELD TRIP REQUEST

*All field trip requests shall be submitted at least 30 calendar days in advance unless special circumstances exist (AR 6153)
All overnight and/or out of state field trips require Board approval (BP 6153)*

Contact Person <u>Ben Cain</u>	Date of Request <u>11/18/25</u>
School <u>Marina Village</u>	Date(s) of Trip <u>5/9/25</u> <small>Check here if field trip is overnight <input type="checkbox"/></small>

PARTICIPANTS

Teacher	Grade	# of Students	# of Staff	# Chaperones	Total
<u>Cain</u>	<u>6-B</u>	<u>143</u>	<u>1</u>	<u>10</u>	<u>154</u>
Total Participants					<u>154</u>

DESTINATION Check here if field trip is out of state ☐

Destination <u>Vanden H.S. & Six Flags</u>	Contact Person <u>Ben Cain</u>
Address <u>Vallejo, CA</u>	Phone <u>530 313 3317</u>

MODE OF TRANSPORTATION

☐ Walking
 ☐ Private Vehicle
 ☐ Commercial Transportation
 ☒ District Bus

If District bus, names of staff riding the bus: _____

ITINERARY

Arrival Time	Departure Time	Location	COST PER PERSON Entrance Fee _____ Transportation _____ Parking _____ Food _____ Other _____ Total _____ Source of funds <u>Students/parents</u>
<u>5:30 AM</u>		<u>Departure from School</u>	
<u>8:00 AM</u>	<u>11:30 AM</u>	Destination <u>Vanden H.S.</u>	
<u>12:00 PM</u>	<u>8:30 PM</u>	Other <u>Six Flags</u>	
		Other _____	
<u>10:15 PM</u>		<u>Arrival Back at School</u>	

PURPOSE & PREPARATION (Describe field trip and how it relates to and supports concurrent unit of study. Describe activities involved in preparation for field trip.)

Music in the Parks Competition/Festival

Teacher Signature <u>[Signature]</u>	Date <u>11/18/25</u>
Principal Signature <u>[Signature]</u>	Date <u>11/18/25</u>
Superintendent Signature <u>[Signature]</u>	Date <u>11/19/25</u>

☒ Approved
☒ Approved

☐ Denied
☐ Denied

Reason for Denial: _____

***** FOR TRANSPORTATION USE *****

Date Received _____	Buses required 1 2 3 4 5	Estimated Mileage Cost _____ miles @ \$ _____ = \$ _____
Route Coverage Required? YES NO		Estimated Driver Cost _____ hrs x \$30 = _____ + \$ _____ (meal) = \$ _____
TMS # _____	EM # _____	Total Estimated Cost \$ _____
Name of Commercial Carrier _____	Estimated Charges \$ _____	Teacher Confirmation <input type="checkbox"/>
		Commercial Carrier Confirmation <input type="checkbox"/>
Director of Transportation Signature _____ Date _____		Approved <input type="checkbox"/> Denied <input type="checkbox"/>
Comments _____		