

## **Rescue Union School District**

**AGENDA ITEM:**     **PROCLAMATION OF THE RESCUE UNION SCHOOL BOARD  
REGARDING THE POSITIVE IMPACT OF COMMUNITY  
SERVICE AND PARTNERSHIPS ON OUR COMMUNITY**

**RECOMMENDATION:**

The Superintendent is recommending the Board of Trustees approve the proclamation recognizing the community service, partnerships and efforts modeled by the Lake Forest Parent Teacher Organization, the Waterford Homeowners Association, the Rescue Union School District Staff and Hughes Landscaping.

**BACKGROUND:**

The Lake Forest Parent Teacher Organization, the Waterford Homeowners Association, the Rescue Union School District Staff, and Hughes Landscaping recently partnered to improve the landscaping at the corner of Francisco and Kensington Drive.

**STATUS:**

The landscaping project has been completed.

**FISCAL IMPACT:**

As a result of the community service, donations and partnerships there was no cost to the district.

**BOARD GOAL(S):**

Board Focus Goal I - STUDENT NEEDS

A. Student Safety and Well Being: Enhance and encourage social, emotional, ethical and civic learning by providing a safe, supportive and diverse environment.

Board Focus Goal II – FISCAL ACCOUNTABILITY

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

Board Focus Goal II - COMMUNICATION / COMMUNITY INVOLVEMENT

Establish and maintain consistent and effective communication that is transparent and timely in an effort to provide and receive information that will engage and educate our District and community.

Board Focus Goal V - FACILITY / HOUSING

Build, improve and maintain school facilities to meet current and future education needs while integrating the most effective and efficient use of resources.

Board Focus Goal VI – CULTURE OF EXCELLENCE

Create and promote programs that support, reward and incentivize employees to perform at exceptional levels for the benefit of our students.

**PROCLAMATION OF  
THE RESCUE UNION SCHOOL BOARD  
REGARDING  
THE POSITIVE IMPACT OF COMMUNITY SERVICE  
AND PARTNERSHIPS ON OUR COMMUNITY**

**WHEREAS**, service to others is a hallmark of the American character, and central to how we meet our challenges; and

**WHEREAS**, the Rescue Union School District alone cannot meet all of our school's needs, so we partner with businesses, faith-based organizations, non-profit organizations, foundations and individuals who serve in our community to make a difference; and

**WHEREAS**, community service creates more resilient communities; and

**WHEREAS**, community service participants improve the neighborhood and our schools that are so vital to our economic and social well-being; and,

**WHEREAS**, by volunteering and recognizing those who serve, we promote partnership, understanding and collaborative problem-solving in our community; and,

**THEREFORE BE IT RESOLVED**, the Rescue Union School District would like to publicly thank and demonstrate our appreciation for the Lake Forest Parent Teacher Organization, the Waterford Homeowners Association, the Rescue Union School District Staff, and Hughes Landscaping by honoring them for their service to our district and community.

**PASSED AND ADOPTED** by the Rescue Union School District Board of Education on this 9th day of August, 2022.

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Michael Gordon  
President  
Board of Education

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Jim Shoemake  
Superintendent and  
Secretary, Board of Education

**ITEM #: 1a**  
**DATE: August 9, 2022**

**RESCUE UNION SCHOOL DISTRICT**

**AGENDA ITEM:** Safety Technology

**RECOMMENDATION:**

The Superintendent recommends the Board receive a presentation related to License Plate Reader (LPR) technology and how they could improve the safety of our staff and students if deployed on our campuses. After the presentation, board discussion and public comment, the Superintendent is recommending that the board allow the Superintendent and staff to pursue the implementation of License Plate Readers (LPR's) on our campuses for the 2022-2023 school year.

**BACKGROUND:**

Rescue USD is constantly searching for new products and technology to keep our students safe. With over 70% of crimes involving a vehicle, it is essential to have a solution in place that can detect license plates. License Plate Recognition (LPR) Camera Systems are an affordable, easy-to-deploy-anywhere camera option. This solution would allow identified Rescue USD staff and the El Dorado County Sheriff's Department to receive real-time alerts when potentially dangerous individuals enter our campuses via a vehicle. License plate recognition cameras take photos of license plates, capturing date, time and GPS coordinates of where the photo was taken. LPR data is anonymous and contains no personal info, as an individual's identity is protected under the Driver's Privacy Protection Act (DPPA). Now, we can leverage this technology to identify and manage alerts of vehicles determined not to be allowed within our schools.

**STATUS:**

The technology is available and Odin Systems Inc. is willing and interested in conducting a proof-of-concept study on our campuses free of charge during this proof-of-concept plan. Estimated costs to continue with the LPR's should we choose are roughly \$2,000 per year per site.

**FISCAL IMPACT:**

The fiscal impact is \$0 for the 2022-2023 school year

**BOARD GOALS:**

Board Focus Goal I - STUDENT NEEDS

A. Student Safety and Well Being: Enhance and encourage social, emotional, ethical and civic learning by providing a safe, supportive and diverse environment.

Board Focus Goal II – FISCAL ACCOUNTABILITY

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.



**Aug 9, 2022**

**Safety Technology**

Rescue Union School District Board of Education



# Topics to be covered

- Intros
  - Kyle Hoertsch, Motorola Solutions
- Rescue USD Board Focus Goal I - Student Safety
- License Plate Reader Technology
  - Who?
  - What?
  - How?
- 5 Steps to Implementation
- Questions, Discussion and Board Action



## **Board Focus Goal I - STUDENT NEEDS / SAFETY**

- Our focus is on keeping our staff and students safe.
- With over 70% of crimes involving a vehicle, it is essential to have a solution in place that can detect license plates.
  - Vehicles license plates entering our location will be compared against hotlists:
    - National Criminal Information Center (NCIC) and CAL-DOJ  
Stolen Vehicles/License plates, wanted persons, sex offenders, violent felons missing persons, protection orders, Terrorist/Gang members
    - Local Law Enforcement or School District Lists  
Local plates of interest



## Odin Systems Inc.



- Owner is a 1999 PHS graduate
- Specializes in customized video security solutions
- Comprehensive expertise in the areas of wireless surveillance systems
- For more than 20 years, they have designed, built and installed organizational video surveillance systems



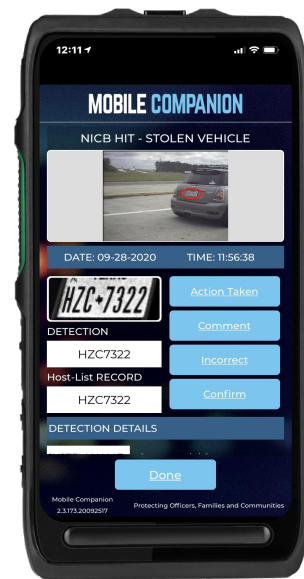
# What

- These are easy-to-deploy-anywhere solar powered license plate camera systems
- Rescue USD controls the data access and sharing
- LPR data is anonymous and contains no personal info. Misuse of the data is protected under the Driver's Privacy Protection Act (DPPA).

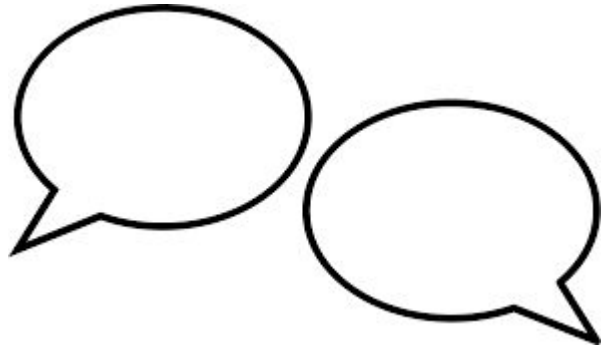


# How

- LPR cameras take photos of license plates
  - If the plate is on a hotlist the alert is sent to those who have authorization to be notified.
  - If a “hit” occurs:
    - Authorized personnel are notified via email, text or the Odin App
    - El Dorado County Sheriff Dispatch may notified as well depending on their notification specifications



# Questions, Discussion and Board Action



Supplemental Motorola/Odin Slides (if needed)





## PUBLIC-PRIVATE PARTNERSHIPS

USING LPR TO CREATE A SAFER  
COMMUNITY - TOGETHER



**MOTOROLA** SOLUTIONS



# TODAY'S AGENDA



**Introductions**

**How LPR Works**

**Data Management**

**LPR Tools**

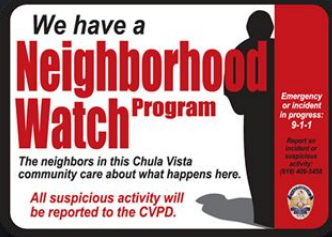
**Questions?**

Duration: 30 Minutes



# THE GOAL: CREATE CONNECTIONS

## Community Groups



## Businesses



# PUBLIC-PRIVATE PARTNERSHIPS

Expand your footprint with the community's help

## Engage Community Organizations & Businesses

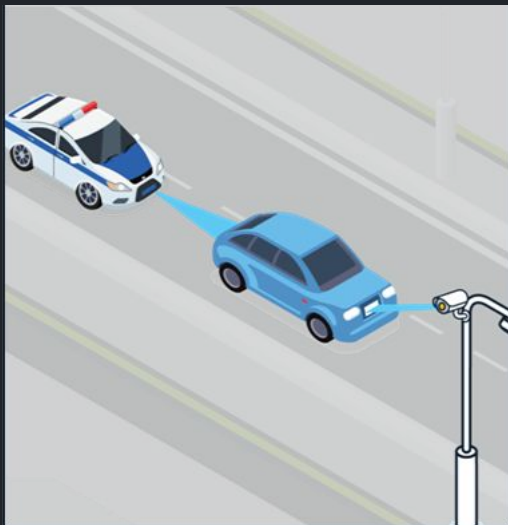
LPR devices paired with Vigilant ClientPortal, the Vigilant PlateSearch equivalent for non government entities, is the perfect way to enhance collaboration with us.

### Key Benefits:

- Affordability and ease of deployment makes it perfect for entities like community organizations, businesses and HOAs
- Simplified data sharing of your data and our LPR program (Vigilant PlateSearch™) reduces integration headaches and complexity
- Real-time data sharing improves law enforcement response time to known criminals on premises that pose a threat and provides data for investigations
- Create hot lists of known offenders, trespassers, garner new insights about vehicle traffic patterns and automate access control



# WHAT IS AN LPR RECORD?



An LPR camera captures an image of the license plate, producing GPS coordinates and timestamp.



In real-time, the detection is stored in the secure cloud as an LPR Record in addition to all historical records.



Together, the license plate image, GPS coordinates and timestamp produce a detection record.

# WHY USE LPR?

- 70% of all crime involves a vehicle
- Captures a “moment” in time
- Analyzes data (patterns)
- No personal information
- Share with user defined limitations
- NICB Program



**Catch bad guys and deter crime!**





# DATA AND IT'S MANAGEMENT

- Who owns the data?
- Can we control the data?
- Can they see our (LE) Data?
- How is the data used?
- How is the usage monitored?
- Program manager



# HOW LPR WORKS FOR YOU



## Detect

Deploy cameras or leverage existing ones and smartphones to collect license plate detections.



## Store

All detection data is uploaded and securely stored in the cloud for easy, maintenance-free access.

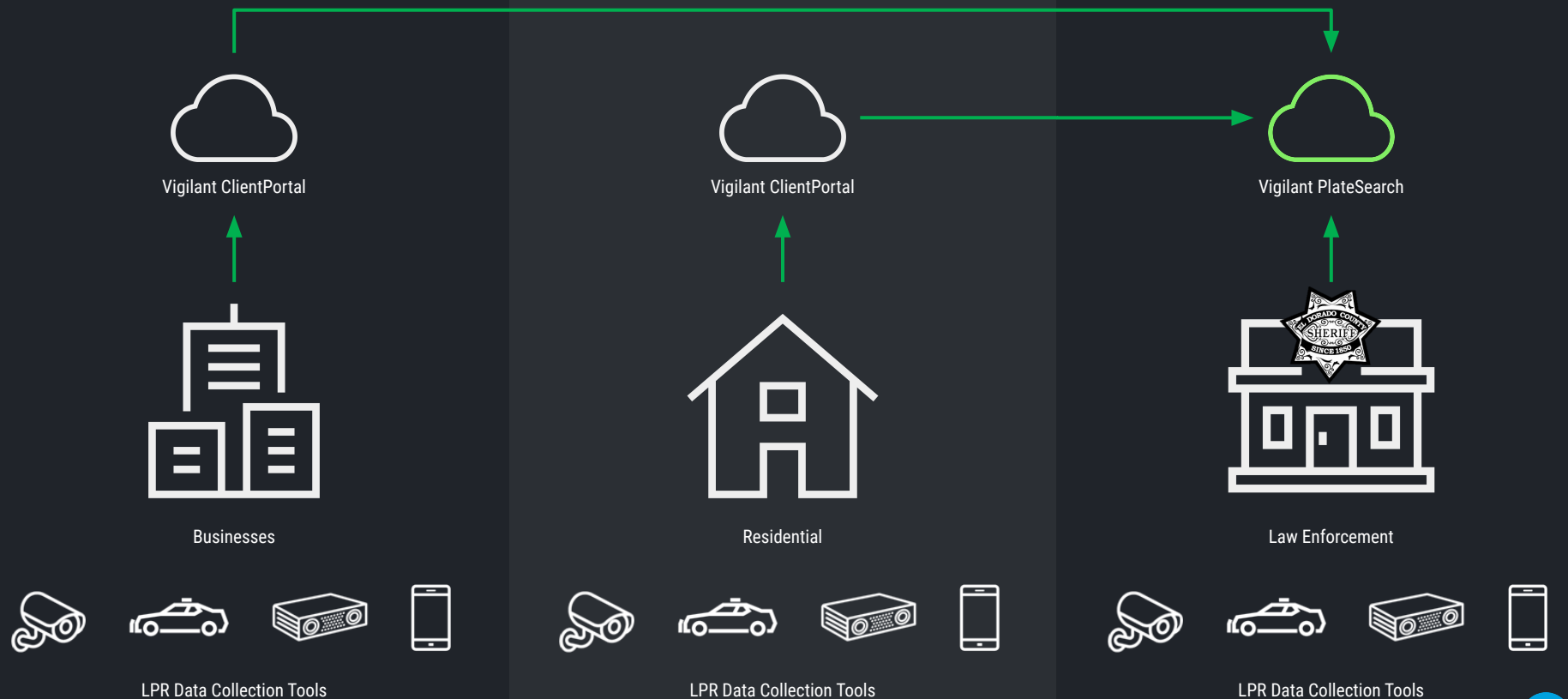


## Act

Alerting, search and analytics tools to make your detection data actionable and keep people safe.



# PUBLIC-PRIVATE PARTNERSHIPS





# L5Q QUICK-DEPLOY LPR SYSTEM

THE MOST VERSATILE LPR SYSTEM ON THE MARKET

- Flexible power options
- All in one system design
- Rugged construction design IP-66
- Easily installed
- Uploads directly to Vigilant ClientPortal
- Programmed prior to shipping

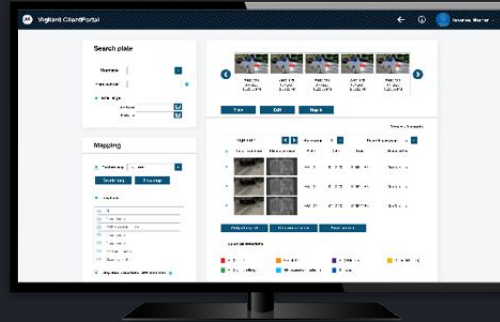


# L5Q CAMERA SYSTEM

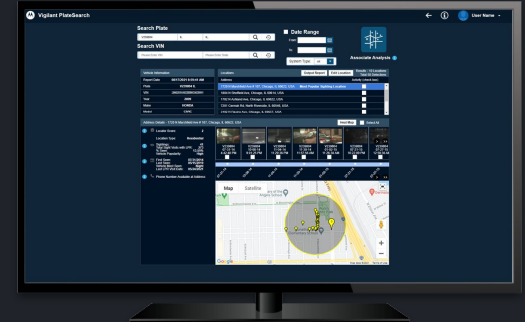
## FOR CATCHING A THIEF



Camera deployed in neighborhood or parking lot captures thief's vehicle.

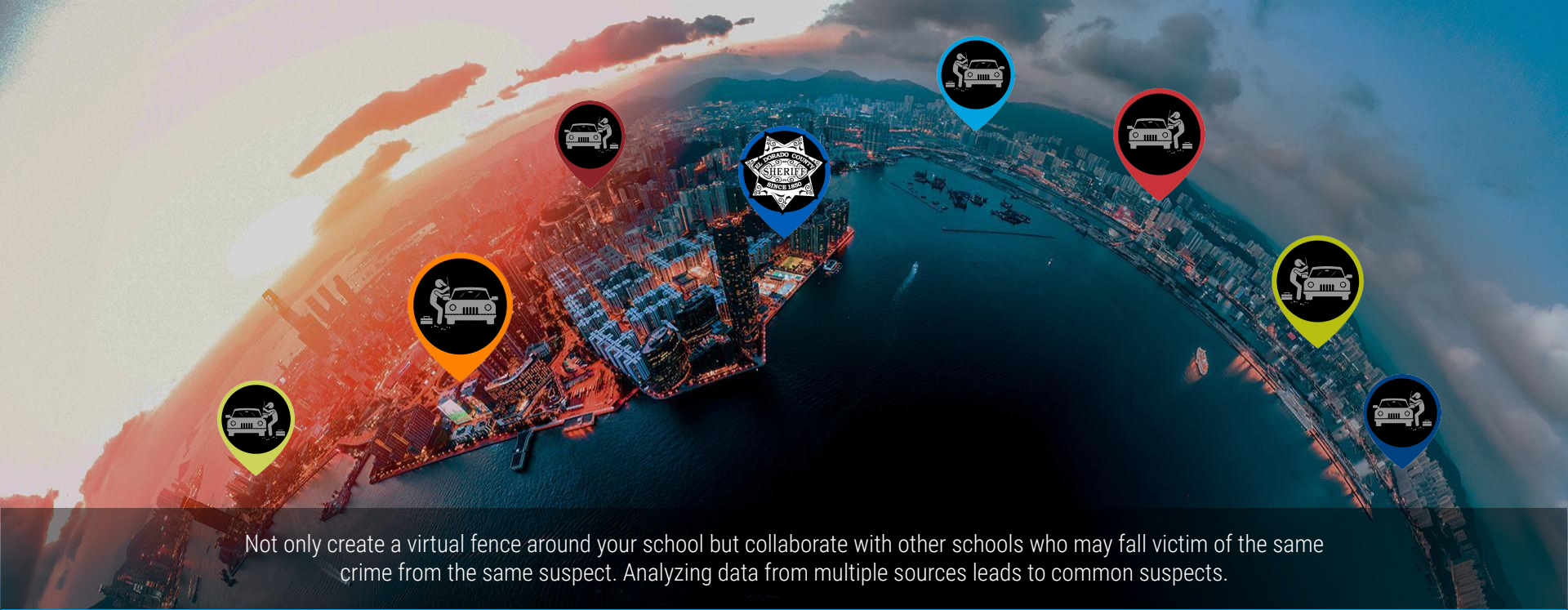


The image is uploaded to HOA or business' Vigilant ClientPortal system.



Data shared with police using Vigilant PlateSearch who can start investigation.





Not only create a virtual fence around your school but collaborate with other schools who may fall victim of the same crime from the same suspect. Analyzing data from multiple sources leads to common suspects.

# COLLABORATE AND SOLVE



# Success Stories



Local Business  
El Dorado County



8UEX825  
06-23-22  
10:16:20 AM



1562231  
06-23-22  
10:16:59 AM





# HELP SOLVE THE INVESTIGATIVE PUZZLE



Las Vegas, NV  
Body discovered

V1 / S1 Identified

BOLO issued

05.28.21

05.29.21

05.29.21

05.31.21

05.31.21

06.06.21

06.08.21

Grand Junction, CO  
LE agency scan

Jiffy Lube, CO  
Enterprise scan

Jiffy Lube, CO  
Enterprise scan

Denver, CO  
Commercial scan



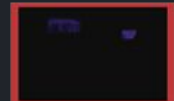
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05-29-21  
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# Questions?





**THANK YOU**  
**CONTACT INFO HERE**



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**RESCUE UNION SCHOOL DISTRICT**

**AGENDA ITEM** Updates for Board Policy, Administrative Regulations and Board Bylaws  
(BP 6158: Independent Study)

**RECOMMENDATION:**

The Superintendent recommends the Board of Trustees approve the changes to BP 6158:  
Independent Study

**BACKGROUND:**

In order to best serve students and meet families' diverse health and educational needs, the Rescue Union School District is planning to offer a Long-Term Independent Study (LTIS) program, for students not planning on returning to in-person learning for the 2022-2023 school year.

On June 30, Assembly Bill 181, the 2022–23 omnibus budget trailer bill, was enacted. The bill contains significant revisions to the provisions of the Education Code for Independent Study (Sections 72-79 of the bill). Because the bill is a budget trailer bill, it went into effect immediately. CSBA will not be providing an updated sample Board Policy/Administrative Regulation 6158: Independent Study until its September policy update packet. In the meantime LEAs must review and revise their policies and agreements prior to the start of the 2022-2023 school year to avoid any loss of funding for students participating in independent study. Our Independent Study Master Agreement reflects all known changes as a result of AB 181.

This DRAFT Board Policy is submitted simply to ensure that our Master Agreement is in alignment with our Board Policy before the start of the school year. This process is similar to how we handled the changes to Independent Study mandated by AB 130 last July 2021.

It is anticipated that we will be bringing another revision of BP 6158 to the Board at our September or October 2022 Board Meeting based on when CSBA produces their revised BP 6158.

**STATUS:**

Policies, regulations and bylaws identified for review and/or changes are submitted to the Board for first reading and possible consideration of approval. The following Board Policy is submitted for review: BP 6158: Independent Study. The revised BP reflects changes made by the California State Legislature for the 2022-2023 school year.

## **FISCAL IMPACT:**

Independent Study contracts that are not in alignment with Education Code and Board Policy put us at risk of losing the Local Control Funding Formula (LCFF) funding that the students' attendance generates.

## **BOARD GOALS:**

### Board Focus Goal I - STUDENT NEEDS

A. Student Safety and Well Being: Enhance and encourage social, emotional, ethical and civic learning by providing a safe, supportive and diverse environment.

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

### Board Focus Goal II – FISCAL ACCOUNTABILITY

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

### Board Focus Goal VI – CULTURE OF EXCELLENCE

Create and promote programs that support, reward and incentivize employees to perform at exceptional levels for the benefit of our students.

# **Rescue Union ESD**

## **Administrative Regulation**

### **Independent Study**

AR 6158  
**Instruction**

#### Educational Opportunities

Educational opportunities offered through independent study may include, but are not limited to:  
(Education Code 51745)

1. Special assignments extending the content of regular courses of instruction  
(cf. 6143 - Courses of Study)
2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum
4. Continuing and special study during travel  
(cf. 5112.3 - Student Leave of Absence)
5. Volunteer community service activities that support and strengthen student achievement  
(cf. 0420.4 - Charter Schools)  
(cf. 6142.4 - Service Learning/Community Service Classes)  
(cf. 6181 - Alternative Schools/Programs of Choice)

In addition, when requested by a parent/guardian due to an emergency, vacation, or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in his/her regular classes.

(cf. 5113 - Absences and Excuses)

#### Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary time frame. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. (Education Code 46300.6, 51747.3)

#### Eligibility for Independent Study

Provided that experienced certificated staff are available to effectively supervise students in independent study, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently. A student whose academic performance is not at grade level may participate in independent study only if the school is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

(cf. 5111.12 - Residency Based on Parent/Guardian Employment)

For a student with disabilities, as defined in Education Code 56026, participation in independent study shall be approved only if his/her individualized education program specifically provides for such participation. (Education Code 51745)

(cf. 6159 - Individualized Education Program)

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

(cf. 6183 - Home and Hospital Instruction)

#### Written Agreements

A written agreement shall be developed and implemented for each student participating in independent study for five or more consecutive school days. (Education Code 46300, 51747)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but not be

limited to, all of the following: (Education Code 51747; 5 CCR 11700)

1. The manner, time, frequency, and place for submitting the student's assignments and for reporting his/her progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources, including materials and personnel, that will be made available to the student
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one trimester
6. A statement of the number of course credits or, for an elementary student, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement that independent study is an optional educational alternative in which no student may be required to participate
8. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction.

(cf. 5144.1 - Suspension and Expulsion/Due Process)

Before the student begins the independent study, the written agreement shall be signed and dated by the student, the parent/guardian or caregiver of the student if the student is under age 18, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student. (Education Code 51747; 5 CCR 11702)

#### Monitoring Student Progress

Independent study students who are late, miss scheduled conferences, or do not submit assigned work on time shall not be reported as tardy or truant

However, the independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of his/her written agreement.

The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has missed the number of assignments specified in Board policy and the written independent study agreement as precipitating an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to a regular school program.

#### Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator shall be to:

1. Ensure that the district's independent study option is operated in accordance with law, Board policy, and administrative regulation and is substantially equal in quality and quantity to the classroom instruction
2. Obtain and maintain current information and skills required for the operation of an independent study program that meets established standards for the district's educational programs
3. Develop and manage the budget for independent study
4. Authorize the selection of certificated staff to be assigned as independent study teachers
5. Supervise any staff assigned to independent study functions who are not regularly supervised by another administrator
6. Approve or deny the participation of students requesting independent study
7. Facilitate the completion of written independent study agreements
8. Assure a smooth transition for students into and out of the independent study mode of instruction
9. Approve all credits earned through independent study and forward the information to the appropriate staff so that the information becomes part of the student's record

10. Complete or coordinate the preparation of all records and reports required by law, Board policy, or administrative regulation

#### Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a certificated employee who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

(cf. 4112.2 - Certification)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind)

The principal and independent study administrator may recommend and the Superintendent shall approve the assignment of teachers to directly supervise independent study and/or work with students on specific subject matter. The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

(cf. 4131 - Staff Development)

The ratio of student average daily attendance to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district. (Education Code 51745.6)

The responsibilities of the supervising teacher shall be to:

1. Complete designated portions of the written independent study agreement and add additional information to the written agreement when appropriate
2. Supervise and approve coursework
3. Design lesson plans and make assignments
4. Maintain records of student assignments showing the date the assignment is given and the date the assignment is due
5. Provide direct instruction and counsel as necessary for individual student success
6. Regularly meet with the student to discuss the student's progress
7. Judge the time value of assigned work or work products completed and submitted by the student
8. Assess student work and determine and assign grades or other approved measures of achievement

9. Select and save representative samples of the student's completed and evaluated assignments for each subject, signed or initialed and dated in accordance with item #3 in the section on "Records" below
10. Maintain a daily or hourly attendance register in accordance with item #4 in the section on "Records" below
11. Maintain any other required records and files on a current basis

## Records

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A separate listing of the students, by grade level, program, and school, who have participated in independent study. This listing shall identify units of the curriculum attempted and units of the curriculum completed by students in grades K-8, as specified in their written agreements
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher
4. A daily or hourly attendance register, as appropriate to the program in which the students are participating, separate from classroom attendance records, and maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons

(cf. 3580 - District Records)

The above records shall be maintained for three years, excluding the current fiscal year.

The Superintendent or designee also shall maintain a record of grades and other evaluations issued to each student for independent study assignments.

Each school shall maintain records for the students at that school.

A written record of the findings of any evaluation conducted after the student has missed the number of assignments specified in Board policy shall be treated as a mandatory interim student record which shall be maintained for 3 years from date of evaluation. (Education Code 51747)



(cf. 5125 - Student Records)

Class size reduction funding shall not be available for any independent study student. (Education Code 52123)

Regulation RESCUE UNION SCHOOL DISTRICT  
approved: August 2002 Rescue, California  
revised: December 2011  
revised: April 8, 2014

***Pursuant to Assembly Bill 130 the Governing Board will adopt the changes to Independent Study as noted below for the 2021–22 school year only, unless otherwise noted:***

### **Definitions**

Live interaction means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of Internet or telephonic communication. (Education Code 51745.5).

Student-parent-educator conference means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

Synchronous instruction means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by the teacher of record for that student pursuant to Education Code 51747.5. (Education Code 51745.5)

### **Educational Opportunities**

For the 2021-22 school year, the district shall offer independent study to meet the educational needs of students as specified in Education Code 51745 unless the district has obtained a waiver. (Education Code 51475)

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction

2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum
4. Continuing and special study during travel
5. Volunteer community service activities and leadership opportunities that support and strengthen student achievement
6. Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction

In addition, when requested by a parent/guardian due to an emergency or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in the student's regular classes.

### **Equivalency**

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. Providing access to Internet connectivity and local educational agency-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value. (Education Code 46300.6, 51747.3)

### **Eligibility for Independent Study**

Students are eligible for independent study as authorized in law, and as specified in board policy and administrative regulation.

For the 2022-23 school year and thereafter, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational

skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

A student with disabilities, as defined in Education Code 56026, shall not participate in independent study unless the student's individualized education program specifically provides for such participation. (Education Code 51745)

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant students and parenting students who are primary caregivers for one or more of their children, shall be enrolled in independent study. (Education Code 51745).

### **Monitoring Student Progress**

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of the student's written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has failed to make satisfactory educational progress or missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program.

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

### **Responsibilities of Independent Study Administrator**

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6 and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

### **Assignment and Responsibilities of Independent Study Teachers**

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement and signing the agreement

2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records for Audit Purpose" in the accompanying Board policy
5. Providing direct instruction and counsel as necessary for individual student success
6. Regularly meeting with the student to discuss the student's progress
7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement
9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day for which independent study is provided

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

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

#### State References Description

***Pursuant to Assembly Bill 181 the Governing Board will adopt the changes to Independent Study as noted below for the 2022–23 school year only, unless otherwise noted:***

Note: On June 30, Assembly Bill 181, the 2022–23 omnibus budget trailer bill, was enacted. The bill contains significant revisions to the provisions of the Education Code for Independent Study (Sections 72-79 of bill). Because the bill is a budget trailer bill, it went into effect immediately. CSBA will provide an updated sample Board Policy/Administrative Regulation 6158: Independent Study in its September policy update packet.

In the meantime, local educational agencies should include the following new independent study requirements in their written agreements with students and parents for student participation in independent study:

- LEAs are required to obtain a signed written agreement for an independent study or course-based independent study program 15 days or more before the beginning of independent study, and for an independent study or course-based program of less than 15 days, within 10 days of the beginning of the first day of the student's enrollment. (EC §§ 51747 (g)(9)(A) and 51749.6 (b)(1))
- If a student receives special education and related services and the individualized education program (IEP) team decides the student can receive a free appropriate public education (FAPE) in independent study, "the certificated employee with responsibility for the student's special education programming" must be a signatory to the written agreement. (EC §§ 51747 (g)(9)(F) and 51749.6 (b)(1))
- Attendance triggers for implementation of tiered reengagement were revised to require tiered reengagement in the following circumstances:
  - Students not generating attendance for more than 20 percent of instructional time over four weeks; or
  - Students not participatory in synchronous instructional offerings for more than 50 percent of the scheduled times for such instruction in a school month

(EC § 51747 (d))

- Before signing a written agreement for independent study, the parent or guardian may request a meeting regarding the placement in the independent study program. This is a very small change as the statute previously stated that the LEA "shall" provide the meeting "upon request of the parent or guardian." (EC § 51747 (h)(2))
- The following are not required for students who participate in independent study due to necessary medical treatments or in-patient treatment for health care or substance abuse, if they are otherwise enrolled in regular classroom instruction and the LEA obtains proof of the need for medical care:
  - Tiered reengagement strategies under Ed Code section 51747 (d);
  - Daily synchronous instruction for grades TK-3 Ed Code section 51747 (e); and
  - Plan to transition back to in-person instruction within five instructional days Ed Code section 51747 (f)

(EC § 51747 (i))

Other revisions to the independent study statutes in AB 181 include:

- Unlike 2021–22, LEAs are not required to offer independent study. Though the statute was not amended to remove that requirement, per the plain language of the statute, the requirement only applied in the 2021–22 school year.
- The bill provides a statement of legislative intent that LEAs offer a range of quality educational options, including classroom-based, hybrid and non classroom based programs to better tailor instruction to pupils and that LEAs consider, when adopting independent study policies, offering more than one independent study model for long- and short-term placements in accordance with the relevant statutes. (EC § 51744)
- Educational opportunities that may be provided through independent study no longer include individualized alternative education designed to teach the knowledge and skills of the core curriculum. However, the statute continues to allow independent study participation for students whose health would be put at risk by in-person instruction, as determined by the parent or guardian. (EC § 51745 (a)(5) and former EC § 51745 (a)(3))
- IEP teams must consider independent study placements for a special education student if requested by parents due to risks to the student’s health of in-person instruction pursuant to Ed Code section 51745, subdivision (a)(6). The IEP team must make an individualized determination as to whether the student can be provided FAPE through independent study. A student’s inability to work independently, need for adult support, or receipt of special education or related services, shall not preclude the IEP team from making such a determination. (EC § 51745 (c))
- The bill removed prohibition on special education students participating in course-based independent study if participation in course-based independent study provides a FAPE. (EC § 51749.5 (a)(7))
- A temporarily disabled student may not receive individual instruction pursuant to Education Code 48206.3 through independent study. (EC § 51745.5 (d))
- The requirement that synchronous instruction be provided by the teacher of record “appropriate to the subject matter being taught” has been removed. (EC § 51745.5 (d))
- The requirement that independent study content must be “provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction has been revised to remove the phrase “provided at a level of quality and intellectual challenge.” (EC § 51745.5 (d))
- More than 10 percent of students in an opportunity school/program or continuation high school may participate in independent study in the case of emergency as defined in Education Code sections 41422 and 46392. (EC § 51745 (b))
- Apportionment credit can now be claimed by the combined time value of pupil work product and pupil participation in synchronous instruction. Procedures for claiming apportionment have been revised to account for this change. (EC § 51745 (b)(1) and (2))
- Districts may claim apportionment credit for students who receive a virtual program through a nonpublic, nonsectarian school. (Uncodified language- Section 110 of AB 181)

5 CCR 11700-11703 Independent study  
5 CCR 19819 State audit compliance  
Ed. Code 17289 Exemption for facilities  
Ed. Code 41976.2 Independent study programs; adult education funding  
Ed. Code 42238 Revenue limits  
Ed. Code 42238.05 Local control funding formula; average daily attendance  
Ed. Code 44865 Qualifications for home teachers  
Ed. Code 46200-46208 Incentives for longer instructional day and year  
Ed. Code 46300-46307.1 Methods of computing average daily attendance  
Ed. Code 47612.5 Charter schools operations, general requirements  
Ed. Code 48204 Residency requirements  
Ed. Code 48206.3 Home or hospital instruction; students with temporary disabilities  
Ed. Code 48220 Classes of children exempted  
Ed. Code 48340 Improvement of pupil attendance  
Ed. Code 48915 Expulsion; particular circumstances  
Ed. Code 48916.1 Educational program requirements for expelled students  
Ed. Code 48917 Suspension of expulsion order  
Ed. Code 49011 Student fees  
Ed. Code 51225.3 Graduation requirements; courses that satisfy college entrance criteria  
Ed. Code 51745-51749.6 Independent study  
Ed. Code 52522 Adult education alternative instructional delivery  
Ed. Code 52523 Adult education as supplement to high school curriculum; criteria  
Ed. Code 56026 Individual with exceptional needs  
Ed. Code 58500-58512 Alternative schools and programs of choice  
Fam. Code 6550 Authorization affidavits



**ITEM #: 5a**  
**DATE: August 9, 2022**

**RESCUE UNION SCHOOL DISTRICT**

**AGENDA ITEM:** CSBA Call for Nominations for 2022 Legislative Awards

**RECOMMENDATION:**

The Board of Trustees consider nominations for CSBA's 2022 Legislative Awards.

**BACKGROUND:**

The California School Boards Association (CSBA) annually honors current members of the California Senate and Assembly, as well as Congress, who work actively to improve our public schools, support local school board governance and who exercise leadership in the legislative arena.

**STATUS:**

Local boards are encouraged to participate in this program by nominating a member of the California State Legislature, the California Congressional delegation or federal/state elective or appointed office for CSBA's 2021 Legislator Awards Program. Nominees must be from within district boundaries. Nominations must be received by September 2, 2022.

**FISCAL IMPACT:**

N/A

**BOARD GOAL:**

N/A

# Official Open Nomination Form



☐ Albert S. Rodda Lifetime Achievement Award    ☐ Dede Alpert Award for Exemplary Education Leadership

Nominations may be submitted at any time of the year.

**Nominee**

**State or Federal Position Held**

Explain below why this person should be honored. Your comments should address award criteria provided on the following page and include the nominee's involvement in both state, federal and local public education (attachments may be used).

**Nominating Entity**

**Contact Name**

Telephone

Email

Address

street

city

state

zipcode

**Instructions:** You may submit your nomination via the following methods:

**mail to**

CSBA 2022 Legislative Awards Program, 3251 Beacon Blvd., West Sacramento, CA 95691.

**fax to**

(916) 325-4030. Open Submissions

**online at**

[www.csba.org](http://www.csba.org). Open Submissions

**notes**

- » Nomination forms are to be submitted by CSBA Member Boards, CSBA Regions, County Associations of School Trustees, and must be typed or printed.
- » A resolution adopted by the board or board minutes showing the vote must be included (see criteria on reverse).
- » A separate nomination form must be used for each candidate and only current year nominations are accepted.
- » **The CSBA Board of Directors makes the final decision on awards, including whether or not to make an award, depending on the Nominee's (or Legislature's) statements made or actions taken on the state budget or other key issues critical to CSBA. Because the outcome of each nomination is unknown until the Board of Directors announces a decision, it is recommended that each nomination(s) not be made public until official notification by CSBA.**

# Award Criteria



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CSBA 2022 Legislative Awards Program, 3251 Beacon Blvd., West Sacramento, CA 95691, (800) 266-3382

## Each Albert S. Rodda Lifetime Achievement Award nominee must:

1. Be a current or former member of the California State Legislature or the California Congressional delegation, or state or federal elective or appointed office
2. Demonstrate a career-long significant commitment and contribution to public education
3. Demonstrate leadership on behalf of public education
4. Recognize and support local governance for schools including the role of governing boards
5. Support key K–12 legislative policy and fiscal proposals
6. Support CSBA's Legislative Platform ([www.csba.org/Advocacy/CSBAPositions/PolicyPlatform](http://www.csba.org/Advocacy/CSBAPositions/PolicyPlatform))
7. Be endorsed by a documented vote or resolution of a local school or county board in California

## Each Dede Alpert Award for Exemplary Education Leadership nominee must:

1. Be a current or former member of the California State Legislature or the California Congressional delegation, or state or federal elective or appointed office
2. Demonstrate a career-long significant commitment and contribution to public education
3. Demonstrate leadership on behalf of public education
4. Recognize and support local governance for schools including the role of governing boards
5. Support key K–12 legislative policy and fiscal proposals
6. Support CSBA's Legislative Platform ([www.csba.org/Advocacy/CSBAPositions/PolicyPlatform](http://www.csba.org/Advocacy/CSBAPositions/PolicyPlatform))
7. Be endorsed by a documented vote or resolution of a local school or county board in California, or a CSBA Region or County Association of School Trustees

## Note

The CSBA Board of Directors makes the final decision on awards, including whether or not to make an award, depending on the Nominee's (or Legislature's) statements made or actions taken on the state budget or other key issues critical to CSBA. Because the outcome of each nomination is unknown until the Board of Directors announces a decision, it is recommended that each nomination(s) not be made public until official notification by CSBA.

**RESCUE UNION SCHOOL DISTRICT**

**AGENDA ITEM:**      **Start of the 2022-2023 School Year**

**RECOMMENDATION:**

The superintendent is recommending that the board receive a report on the preparations for the opening of the 2022-2023 school year.

**BACKGROUND:**

The start of a new school year brings many changes for students, families, schools, district staff and the community. This year is no exception as we welcome new students and staff to Rescue, unveil improved facilities and set the stage for another year of learning and growing. The intent of this report is to share with the board how we continue to build positive school and district cultures by welcoming and supporting all students and families. The foundation for a year of continuous growth and closing of achievement gaps begins with the first day of school.

**STATUS:**

The District has been very busy in preparation for the 2022-23 school year. In order to prepare for the school year:

- Many certificated and classified staff members have been added to the District team
- Professional development has been provided to support staff
- Many projects have been completed by our Maintenance and Facilities Department.

A PowerPoint presentation is being provided to update the board in these areas.

**FISCAL IMPACT:**

All known staffing adjustments, needed services and supplies were included in the 2022/2023 adopted budget presented to the board June 28, 2022.

**BOARD GOALS:**

**Board Focus Goal I - STUDENT NEEDS**

- A. Student Safety and Well Being: Enhance and encourage social, emotional, ethical and civic learning by providing a safe, supportive and diverse environment.
- B. Curriculum and Instruction: Provide a meaningful, innovative learning environment using Common Core, and other student content standards and research-based, progressive, effective instructional methodology, instructional materials, staff development and technology that will ensure student success in career and college.

**Board Focus Goal II – FISCAL ACCOUNTABILITY**

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

**Board Focus Goal III - COMMUNICATION / COMMUNITY INVOLVEMENT**

Establish and maintain consistent and effective communication that is transparent and timely in an effort to provide and receive information that will engage and educate our District and community.

**Board Focus Goal IV - STAFF NEEDS**

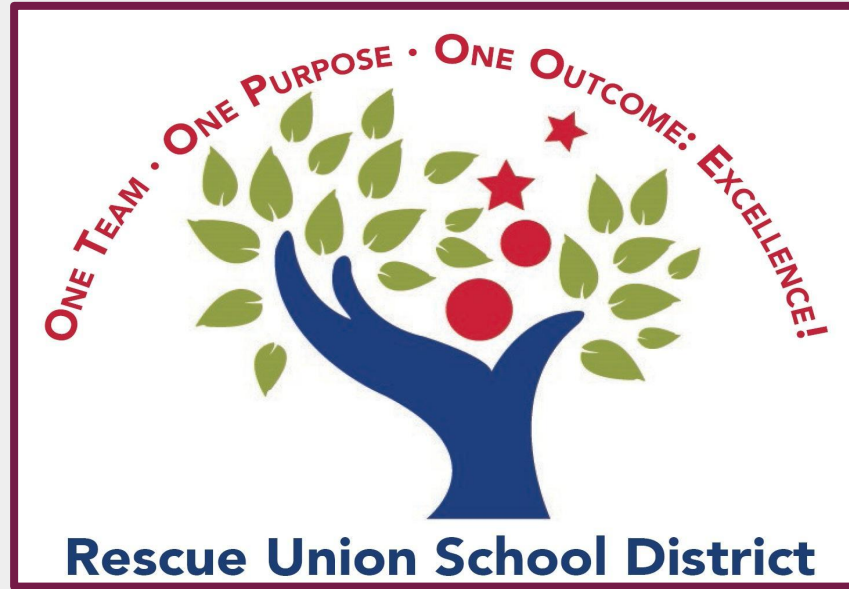
Attract and retain diverse, knowledgeable, dedicated employees who are skilled and supported in their commitment to provide quality education for our students.

**Board Focus Goal V - FACILITY / HOUSING**

Build, improve and maintain school facilities to meet current and future education needs while integrating the most effective and efficient use of resources.

**Board Focus Goal VI – CULTURE OF EXCELLENCE**

Create and promote programs that support, reward and incentivize employees to perform at exceptional levels for the benefit of our students.



**August 9, 2022**

**2022-2023 Preparing for the Start of School Update**

Rescue Union School District Board of Education

# Agenda

- Summer Prep in Support of Teaching and Learning
- Preparing for School Opening
- Beginning of School Activities
- Questions



# Summer Prep - In Support of Teaching and Learning

## ➤ **Summer Programs**

- RISE Summer School (June)
- Extended School Year Program (ESY)

## ➤ **Professional Development**

- Building a Culture of Excellence
- New Classified Onboarding (Continuous)
- Leadership Retreat and Preparation (July 26th)
- Elementary Science Amplify Pilot Training (July 28th)
- PBIS Recalibration Training (August 2nd)
- New Certificated Onboarding (August 3rd)
- Staff Development Day (August 8th) at Marina Village





# R.I.S.E Summer Program





# Summer Preparation: Leadership Retreat

Nineteen people diving into a Culture of Excellence!

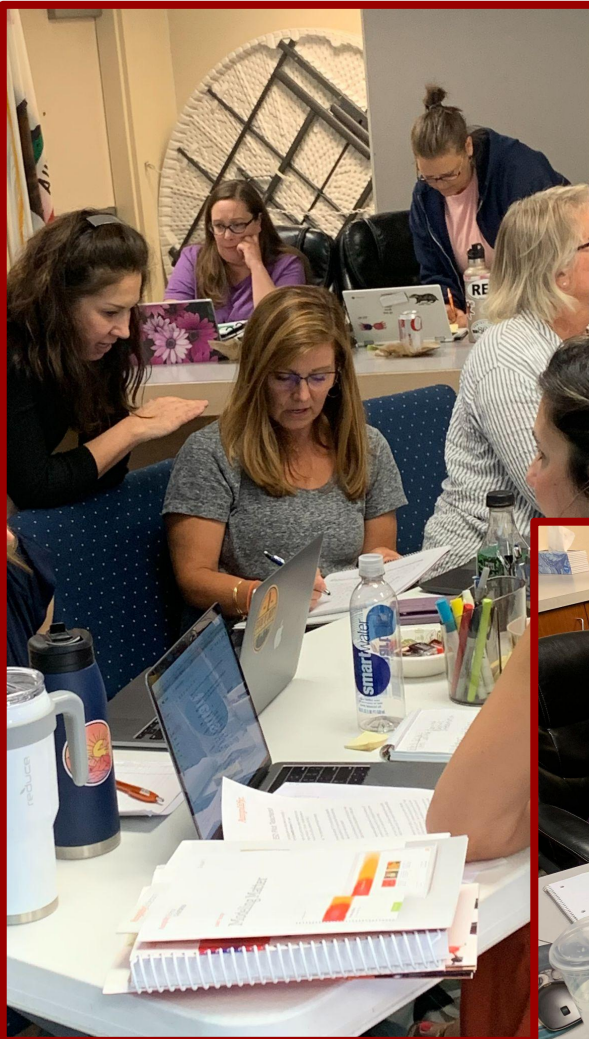
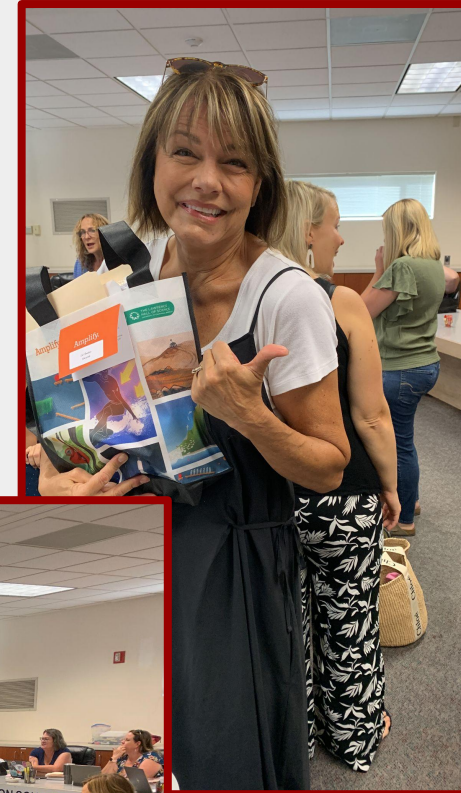


**To move from “Surviving to Thriving”  
requires us to better understand  
our team and each other!**



# Elementary Science Amplify Pilot Training

24 teachers engaging in new Science materials!





# Positive Behavior Intervention Support Training




The image is a screenshot of a Zoom meeting interface. At the top, a green banner features the El Dorado County SELPA logo, which is a stylized tree, and the text "EL DORADO COUNTYSELPA Special Education Local Plan Area". Below this, a white banner displays the meeting title "Rescue PBIS Recalibration Meeting August 2, 2022, 8:30-3:30" in bold black font. Underneath the title, the text "8:30-9:00 Welcome/ Introductions:" is shown. The main area of the screen is a grid of video feeds. The top-left feed shows a woman with blonde hair, identified as Kathy Smiley, in front of a green wall with the COE logo. To her right is a black box with the name "Dustin Haley". The top-middle feed shows three people at a table, identified as "Rescue Union School District". To its right is a black box with the name "jana vermette". The top-right feed shows three people at a table, identified as "Julie B". Below these are four more feeds: "Conference Room" (showing a group of people), "Kristina Seabury" (showing a person at a desk), "Pleasant Grove" (showing a person at a desk), and "Erin Shoemake" (showing a woman in an orange shirt). To the right of the bottom row of feeds is a black box with the name "Green Valley". At the bottom of the screen, there is a "View Options" button.



# Data Collection for Reward System

- Data should be collected for reward system(s) in addition to referrals
- Review patterns between reward system data and referral data
- Data systems should be simple and user-friendly
- Reward System Data should include:
  - Student name and date/time
  - Staff who provided reward
  - Behavior being reinforced
  - Location
  - Type of reward provided (e.g., token, activity)



# Maintaining PBIS

- PBIS Team Roles**
  - Roles may change as your PBIS team progresses
- Coaching and Training**
  - Teams should provide continuous training and coaching to the staff and students since this is an ongoing process.
- Maintain Staff Buy-In**
  - Collaboration, Relevance, Trailblazers, Commitment, Professional Supports
- Post-Implementation**
  - How to overcome the issue of getting a good start on implementation and over time feeling like it's not working anymore.

Get back to the basics  
 Reteach behavior expectations, have assemblies to develop excitement and motivation, 80/20 rule, reinforce appropriate behavior more frequently.  
 Develop new reinforcement systems

Zoom interface elements visible: Participants (13), Chat, Share Screen, Record, Reactions, Unmute, Stop Video, Leave.





# Summer Preparation: New Teacher Onboarding

Welcome to the 15 new teachers in our district! They participated in a one day training on Wednesday! What an amazing group joining our current fabulous teacher group!



# Preparing for School Opening

## ➤ Human Resources

- Several new hires this summer
  - New Classified Onboarding (Continuous)
  - New Certificated Onboarding (August 3rd)

## ➤ Technology

- In the Classroom and in the Cloud

## ➤ Maintenance and Operations

- Summer Project Highlights





# Beginning of School Celebrations

- Welcome Back Activities
- Social Emotional Learning Connections
- Establishing Routines
- Assessments



# Questions?





**ITEM #:**  
**DATE: August 9, 2022**

## **RESCUE UNION SCHOOL DISTRICT**

**AGENDA ITEM:**     Lead Garden Coordinator

### **RECOMMENDATION:**

The Superintendent is recommending the Board of Trustees approve the job description for the Lead Garden Coordinator.

This is a new position that is being funded for 3 years per the 2022-2025 Rescue USD Local Control Accountability Plan (LCAP). Our California School Employees Association (CSEA) leadership is aware it is on tonight's agenda.

### **BACKGROUND:**

We have a need for a position to oversee our school gardens and provide support and resources for the Garden Coordinators at each of the seven school sites in Rescue USD. They will be responsible for working with all site Garden Coordinators to create a cohesive team and offer outdoor education curriculum/daily lessons for grades TK-8th. Additionally, they will assist the site Garden Coordinators with establishing an inclusive school lunch time garden program to nurture the social emotional development for all students.

### **STATUS:**

### **FISCAL IMPACT:**

The fiscal impact is \$125,000 over the next three years.

### **BOARD GOALS:**

Board Focus Goal II – FISCAL ACCOUNTABILITY

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

Board Focus Goal IV - STAFF NEEDS

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

Board Focus Goal VI – CULTURE OF EXCELLENCE

Create and promote programs that support, reward and incentivize employees to perform at exceptional levels for the benefit of our students.

## **RESCUE UNION SCHOOL DISTRICT (RUSD)**

**POSITION TITLE:** Lead Garden Coordinator

**CLASSIFICATION:** Classified

**REPORTS TO:** RUSD Superintendent and Site Principals

**SUPERVISOR:** Superintendent

*This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this position, but is intended to accurately reflect the primary job functions.*

The Lead Garden Coordinator position is responsible for overseeing school gardens and providing support and resources for the Garden Coordinators at each of the seven school sites in Rescue USD. They will be responsible for working with all site Garden Coordinators to create a cohesive team and offer outdoor education curriculum/daily lessons for grades TK-8th. Additionally, they will assist the site Garden Coordinators with establishing an inclusive school lunch time garden program to nurture the social emotional development for all students.

### **ESSENTIAL DUTIES:**

- Assist Garden Coordinators at each RUSD site with creating and managing their Garden/ Garden Club within each site garden.
- Attend the Garden Club site's scheduled lunchtime programs Monday through Friday for at least 90% of the scheduled lunchtime.
- Create a Lead Garden Coordinator schedule that includes visits to each site on a consistent rotation
- Work with all site Garden Coordinators to develop and implement lesson plans.
- Prepare the garden area and ensure necessary supplies are available.
- Substitute for Garden Coordinator's when they are sick or absent
- Collaborate with each Garden Coordinator to create and maintain an environment that is safe and welcoming to all, while providing an informed partnership with administration, site council, site maintenance, district operations, and facilities
- Recruit, train, and manage Garden Coordinators along with volunteers (student and adult) to successfully support the program, including but not limited to the Project Green and District Volunteer Guidelines
- Partner with nonprofit Project Green to create a cohesive and consistent outdoor education curriculum for all schools. Develop and implement student garden activities including, but not limited to: garden planning, planting, maintenance, outdoor art, and other projects
- Assist and train Garden Coordinators to build a working relationship with onsite Science teachers and support their efforts for Outdoor Education.
- Assist Project Green Executive Committee with fund development for garden materials and supplies

- Assist Garden Coordinators in maintaining garden areas, tools, materials, etc. as needed to meet program's process needs, budget, and goals.
- Make purchases for materials, tools, etc. on behalf of the program to meet needs within the policies and processes of the program while maintaining a balanced budget.
- Maintain quality relationships with community partners and RUSD staff
- Develop and manage holiday and summer maintenance plans for all site garden spaces.
- Collaborate with Administration, Teachers, Counselors, etc. to identify any students who may need more emotional support
- Provide training to teachers, counselors, yards supervisors etc on the value of the Garden Program's inclusivity to struggling/ or new students, as well as the Program's mission to support the social and emotional progress of students who may need additional assistance and support.
- Actively participate in Project Green-led forum/process for regular evaluation of the program and its practices, including success metrics, areas for improvement, etc.
- Coordinate with Project Green-led contacts and keep open communication about the program and process changes, improvements etc.
- Create and maintain quality relationships with community-based organizations including but not limited to Girl Scouts, Boy Scouts, RUSD community families etc. to schedule
- Offer local groups, such as the Girl Scouts and Boy Scouts, the opportunity to participate in green concept garden projects
- Assist each school with starting an after school garden program.

#### **SKILLS:**

- Experience working with children TK-8
- Experience with any, or all, of the following: gardening, life science, master gardener (plants, growing cycles, soil, irrigation, etc.).
- Ability to prepare instructional lessons and lead the lessons in indoor and outdoor settings
- Strong communication and interpersonal skills
- Ability to work independently

#### **KNOWLEDGE:**

- Policies, procedures and practices of the District related to student issues
- The operation of a computer and assigned software
- Record keeping techniques
- Effective oral and written communication skills

#### **CERTIFICATES, LICENSES AND OTHER REQUIREMENTS:**

- High School Diploma
- First Aide Certified
- Valid Class C California Driver's License; provide proof of personal vehicle and insurance
- Tuberculosis (TB) test clearance
- Criminal Justice Fingerprint/Background Clearance

#### **ENVIRONMENT:**

- Office and school environment; driving a vehicle to conduct work.
- Primarily an outdoor garden setting

- Occasional classroom setting
- Public school environment
- After school hours, meetings, special projects, and activities may be required

**PHYSICAL REQUIREMENTS:**

- Dexterity of hands and fingers to operate a computer keyboard
- Hearing and speaking to exchange information and make presentations
- Seeing to view a computer monitor and read a variety of materials
- Sitting or standing for extended periods of time
- Move quickly to provide safe supervision
- Lifting, carrying, pushing, or pulling light objects as assigned by the position
- Bending at the waist, kneeling or crouching
- Teaching overhead, above the shoulders and horizontally.
- Ability to lift and carry 25 lbs

**ITEM #:**

**DATE: August 9, 2022**

**RESCUE UNION SCHOOL DISTRICT**

**AGENDA ITEM:** Positive Behavior Intervention and Supports (PBIS Facilitator)

**RECOMMENDATION:**

The Superintendent is recommending the Board of Trustees approve the job description for the Positive Behavior Intervention and supports (PBIS Facilitator)

**BACKGROUND:**

This is a new position that is being created to work with district and school personnel (Assistant Superintendent of Curriculum and Instruction, Director of Special Education and Student Supports, Coordinator of Multi-Tiered System of Support, counselor, resource teacher, principal, school psychologist, classroom teacher, etc.) to implement behavioral supports and programs for students.

**STATUS:**

This is a new position being fully-funded by Green Valley Elementary's school site budget. Our California School Employees Association (CSEA) leadership is aware it is on tonight's agenda.

**FISCAL IMPACT:**

None to the Rescue Union School District

**BOARD GOALS:**

Board Focus Goal II – FISCAL ACCOUNTABILITY

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

Board Focus Goal IV - STAFF NEEDS

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

Board Focus Goal VI – CULTURE OF EXCELLENCE

Create and promote programs that support, reward and incentivize employees to perform at exceptional levels for the benefit of our students.

## **RESCUE UNION SCHOOL DISTRICT**

**JOB TITLE:** Positive Behavior Intervention and supports (PBIS) Facilitator

**CLASSIFICATION:** Classified

**SUPERVISOR:** Principal

*This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this position, but is intended to accurately reflect the primary job elements.*

### **ESSENTIAL DUTIES:**

- Work with district and school personnel (Assistant Superintendent of Curriculum and Instruction, Director of Special Education and Student Supports, Coordinator of Multi-Tiered System of Support, counselor, resource teacher, principal, school psychologist, classroom teacher, etc) to implement behavioral supports and programs for students
- Assists in the monitoring and development of intervention plans
- Implements behavioral management strategies for students
- Implement de-escalation and crisis intervention techniques according to established protocol, when needed
- Prepare, maintain, and monitor various logs/records/reports related to daily activities, events and/or incidents
- Supervise students during corrective actions
- Support students in learning, creating and maintaining social skills
- Tactfully and objectively manage potential student misconduct with fairness and consistency
- Responsible for responding to emergency situations, and addressing immediate safety concerns
- Supervises students in non-classroom areas including halls, play areas, bus stops
- Provide positive alternative activities for students during recess
- Perform related work as required

### **EDUCATION AND EXPERIENCE:**

- High school diploma or equivalent and AA degree or 48 college units
- Previous experience working with school-age children desired
- Training and/or experience in conflict resolution and behavior management
- Coursework in child development, child psychology, and/or education desirable
- One year of experience working with youth in an organized setting preferred

### **KNOWLEDGE OF:**

- PBIS and Trauma Informed practices
- Restorative practices

### **ABILITY TO:**

- Demonstrate an understanding, patient, warm, receptive attitude towards children
- Interact positively with staff, students, parents and visitors
- Ability to analyze and resolve problems with tact and diplomacy
- Ability to deal tactfully and effectively with students and adults

- Be flexible and willing to assist in a variety of duties throughout the workplace
- Understand and follow oral and written directions
- Work independently and make minor decisions within the framework of established guidelines
- Monitor, discipline, and provide corrective action support to students according to approved policies and procedures
- Ability to remain calm, and think clearly in stressful situations.
- Ability to assess and diffuse tense situations
- Maintain confidentiality of student interactions and records
- Monitors students work and play
- Establish and maintain positive and effective working relationships

#### **ENVIRONMENT/WORKING CONDITIONS:**

- Indoor and outdoor school environment; significant distractions; exposure to seasonal hot and cold weather
- Continuous contact with students and staff
- Contact with dissatisfied individuals
- Possible confrontations with students and their guardian(s)

#### **PHYSICAL ABILITIES/DEMANDS:**

- Position requires the mobility to stand, stoop, reach and bend
- With or without the use of aids:
- Mobility and stamina to walk for a major portion of the work shift
- Sufficient vision to read printed material
- Sufficient hearing to hear in-person and telephone conversation
- ability to speak in an understandable voice with sufficient volume to be heard in normal conversation
- Manual dexterity to write and operate business machines
- Sufficient physical ability to restrain students of varying weights as necessary using proper protocols

#### **LICENSES AND REQUIREMENTS:**

- Tuberculosis (TB) test clearance
- Department of Justice clearance

## **RESCUE UNION SCHOOL DISTRICT**

**JOB TITLE:** TECHNOLOGY SUPPORT SPECIALIST II

**SUPERVISOR:** Information Technology Director

**BASIC FUNCTION:** The Technology Support Specialist II maintains and supports the District Local Area Network (LAN), related systems and associated networks; provides hardware and software support throughout the District; interacts with numerous computer platforms in a multi-layered client server environment; and assist staffs as necessary. Analyzes requirements for data solutions; maintains server databases; develop, implement and maintain applications, document system components and user instructions; serving as a technical advisor and trainer to staff and other district personnel. Requires independent analyses, communication and problem solving abilities. Must remain knowledgeable on current technologies.

### **REPRESENTATIVE DUTIES:**

- Install, maintain and provide support for Local Area Network (LAN) including servers, backup systems, switches, network appliances, IP telephone system, work stations and peripherals, network interface cards (NIC), wired and wireless services, computer hardware, software and peripherals.
- Assist with the maintenance of the Wider Area Network (WAN).
- Maintain, expand, and troubleshoot Internet connections.
- Attend in-person meetings with clients to analyze, troubleshoot and diagnose hardware problems
- Perform LAN administrative tasks such as backup and restoration, updates and patches.
- Work with vendor support contacts and other resources to resolve technical problems.
- Provide training, documentation, and/or demonstrate proper use of equipment to individuals, groups and classes.
- Assist staff with the presentation devices, learning materials and instructional exercises.
- Participate in the decision making process and make recommendations to supervisor and site administrators on technology-related issues.
- Transports district equipment to repair facilities or sites as needed.
- Collaborates with a variety of internal and external parties (i.e. programmers, users, state and/or federal agencies, etc.) for the purpose of providing and/or receiving information and ensuring project success.
- Coordinates all database activities (i.e. cataloging, file locking, access rights, etc.) for the purpose of monitoring compliance with district policies and security procedures.
- Designs a variety of databases (i.e. server configuration, security, disaster recovery and backups, structures, logical data model, scripts and stored procedures, etc.) for the purpose of providing end users with access to accurate data.



- Develops a variety of database support processes (i.e. tech standards, monitoring utilities, tuning methods, etc.) for the purpose of ensuring the stability and performance of production databases and the availability of stored data.
- Establishes environments for use in application software testing for the purpose of emulating production environments and ensuring that defined requirements meet expected functionality.
- Monitors district and site database activities and performance for the purpose of ensuring the security and reliable operation of district databases.
- Participates in meetings, workshops and/or trainings for the purpose of conveying and/or gathering information required to perform job functions.
- Prepares a variety of written materials (i.e. instructions, notices, reminders, memos, technical standards, security policies, training materials, etc.) for the purpose of documenting activities, providing written reference and/or conveying information.
- Recommends equipment, supplies and materials for the purpose of identifying required items to provide appropriate services.
- Serves as a technical resource for support, training, queries, reports, and data analysis to district staff for the purpose of supporting databases.
- Troubleshoots malfunctions of database systems for the purpose of resolving operational issues and restoring services.
- Upgrades district databases and servers for the purpose of ensuring their ability to use new and/or existing databases and related software.
- Performs other duties as assigned.

**EDUCATION AND EXPERIENCE:** Bachelor's degree or minimum of three years of job related area experience and application with emphasis on Microsoft SQL Servers; Experience in a Windows, Google, and database support position is desired. Certification in CompTIA A+ and or CompTIA Network+ highly desired.

#### **KNOWLEDGE AND ABILITIES:**

##### **SKILLS:**

Perform multiple, technical tasks with a need to periodically upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: operating standard office equipment; planning and managing projects; preparing and maintaining accurate records; utilizing pertinent software applications.

##### **KNOWLEDGE OF:**

Local Area Network (LAN) design and implementation. Current industry knowledge of Google services, desktop and network operating systems, desktop and network hardware, printers, switches, network wiring and other network devices. Technical problem solving techniques. Read technical information, compose a variety of documents, and/or facilitate group discussions; and analyze situations to define issues and draw conclusions. Specific Knowledge based competencies required to

satisfactorily perform the functions of the job include: relational databases, record structures, media input and output devices; and current generation programming methodology including object based design, operating systems, protocols, and programming languages; concepts of grammar; punctuation; and current and emerging technology.

#### **ABILITY TO:**

Ability to sit for prolonged periods of time. Maintain and verify completeness and accuracy of records. Meet schedules and deadlines. Communicate with persons of varied cultural and educational backgrounds. Communicate effectively in both verbal and written form. Schedule activities and/or meetings; often gather, and/or classify data; and consider a variety of factors when using equipment. Flexibility is required to work with others in a variety of circumstances; analyze data utilizing defined but different processes; and operate equipment using a variety of processes. Problem solving is required to analyze issues and create action plans. Problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is significant. Specific Ability based competencies required to satisfactorily perform the functions of the job include: communicating with persons of varied technical knowledge and backgrounds; establishing and maintaining effective working relationships; working as part of a team; adapting to changing priorities; applying logical processes and analytical skills; being attentive to detail and setting priorities.

#### **WORKING CONDITIONS:**

##### **ENVIRONMENT:**

- Office and Outdoor Environment; driving a vehicle to conduct work.

##### **PHYSICAL ABILITIES:**

- Standing or walking.
- Occasional lifting/carrying/pushing of 75 pounds, with frequent lifting of objects weighing up to 50 pounds.
- Mobility to stand, stoop, reach and bend.
- Requires mobility of arms and dexterity of hands and fingers to grasp and manipulate small objects.

#### **REQUIREMENTS:**

- A valid Class C California Driver's License; TB Assessment Clearance, California Department of Justice/FBI fingerprint clearance.

Board Adopted: 08/09/2022

**ITEM#: 10a**  
**DATE: August 9, 2022**

**RESCUE UNION SCHOOL DISTRICT**

**AGENDA ITEM: 2022-23 Classified Salary Schedule Amendment**

**BACKGROUND:**

The Superintendent is recommending the Board of Trustees adopt this revised 2022-23 Classified Salary Schedule with newly added positions.

**STATUS:**

The 2022-23 Classified Salary Schedule has been updated to include three new positions the board approved earlier on this board agenda. The new positions and salary schedule changes have been discussed and approved by the CSEA (Classified School Employees Association) bargaining unit.

**FISCAL IMPACT:**

Two positions will be funded with one-time funds and are approved for three years. The Technology Support Specialists II will be partially offset with the reduction of the Database Specialist, however this model will cost the District approximately \$70k per year.

These changes have already been incorporated into our Fiscal Year 2022-23 and subsequent years' budgets.

**BOARD GOAL:**

**Board Focus Goal II – FISCAL ACCOUNTABILITY**

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

**Board Focus Goal IV - STAFF NEEDS**

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

**Board Focus Goal VI – CULTURE OF EXCELLENCE**

Create and promote programs that support, reward and incentivize employees to perform at exceptional levels for the benefit of our students.



# Rescue Union School District

## Classified Salary Schedule

### 2022-2023

MT

CM

JS

This schedule is based on hourly rates. A 1.0 FTE is 8 hours a day with duty days (including paid holidays) next to each position.

Established Classification (With Duty Days inc. Holidays):	Step:									
	1	2	3	4	5	6-10	11-15	16-20	21-25	26+
Yard Supervisor (193)	\$15.00	\$15.56	\$16.34	\$17.16	\$18.02	\$18.92	\$19.87	\$20.86	\$21.90	\$23.00
Food Service Worker (193)	\$15.38	\$16.15	\$16.96	\$17.81	\$18.70	\$19.64	\$20.62	\$21.65	\$22.73	\$23.87
Health Office Aide (193)	\$15.66	\$16.44	\$17.26	\$18.12	\$19.03	\$19.98	\$20.98	\$22.03	\$23.13	\$24.29
Instructional Assistant Special Day Class (193)	\$16.29	\$17.10	\$17.96	\$18.86	\$19.80	\$20.79	\$21.83	\$22.92	\$24.07	\$25.27
Instructional Assistant General Ed (193)	\$16.29	\$17.10	\$17.96	\$18.86	\$19.80	\$20.79	\$21.83	\$22.92	\$24.07	\$25.27
Instructional Assistant Learning Center/RSP (193)	\$16.29	\$17.10	\$17.96	\$18.86	\$19.80	\$20.79	\$21.83	\$22.92	\$24.07	\$25.27
Itinerant Independence Facilitator/ Behavior Support Instructional Assistant (193)	\$16.67	\$17.50	\$18.38	\$19.30	\$20.27	\$21.28	\$22.34	\$23.46	\$24.63	\$25.86
Instructional Assistant Special Health Care Services (193)	\$17.12	\$17.98	\$18.88	\$19.82	\$20.81	\$21.85	\$22.94	\$24.09	\$25.29	\$26.55
Office Clerk (260)	\$17.12	\$17.98	\$18.88	\$19.82	\$20.81	\$21.85	\$22.94	\$24.09	\$25.29	\$26.55
Food Service Worker II - Cook (198)	\$18.44	\$19.36	\$20.33	\$21.35	\$22.42	\$23.54	\$24.72	\$25.96	\$27.26	\$28.62
Custodian (260)	\$18.75	\$19.69	\$20.67	\$21.70	\$22.79	\$23.93	\$25.13	\$26.39	\$27.71	\$29.10
Community/School Liaison (193)	\$18.98	\$19.93	\$20.93	\$21.98	\$23.08	\$24.23	\$25.44	\$26.71	\$28.05	\$29.45
Instructional Assistant Bilingual (193)	\$18.98	\$19.93	\$20.93	\$21.98	\$23.08	\$24.23	\$25.44	\$26.71	\$28.05	\$29.45
Library/Media Coordinator (215)	\$18.98	\$19.93	\$20.93	\$21.98	\$23.08	\$24.23	\$25.44	\$26.71	\$28.05	\$29.45
Media Technology Services Clerk (193)	\$18.98	\$19.93	\$20.93	\$21.98	\$23.08	\$24.23	\$25.44	\$26.71	\$28.05	\$29.45
Student Services Secretary (215)	\$18.98	\$19.93	\$20.93	\$21.98	\$23.08	\$24.23	\$25.44	\$26.71	\$28.05	\$29.45
Utility/Maintenance Technician (260)	\$19.39	\$20.36	\$21.38	\$22.45	\$23.57	\$24.75	\$25.99	\$27.29	\$28.65	\$30.08
Bus Driver (192) (Additionally Work 3 8-Hour Days)	\$19.62	\$20.60	\$21.63	\$22.71	\$23.85	\$25.04	\$26.29	\$27.60	\$28.98	\$30.43
Dispatcher/Relief Bus Driver (240)	\$20.41	\$21.43	\$22.50	\$23.63	\$24.81	\$26.05	\$27.35	\$28.72	\$30.16	\$31.67
Lead Custodian (260)	\$20.41	\$21.43	\$22.50	\$23.63	\$24.81	\$26.05	\$27.35	\$28.72	\$30.16	\$31.67
Elementary School Secretary (220)	\$20.41	\$21.43	\$22.50	\$23.63	\$24.81	\$26.05	\$27.35	\$28.72	\$30.16	\$31.67
Middle School Secretary (225)	\$20.41	\$21.43	\$22.50	\$23.63	\$24.81	\$26.05	\$27.35	\$28.72	\$30.16	\$31.67
School Secretary (Pre 2020-21) (240) - CLOSED	\$20.41	\$21.43	\$22.50	\$23.63	\$24.81	\$26.05	\$27.35	\$28.72	\$30.16	\$31.67
Support Services Secretary (240)	\$20.41	\$21.43	\$22.50	\$23.63	\$24.81	\$26.05	\$27.35	\$28.72	\$30.16	\$31.67
Assistant Mechanic (240)	\$20.93	\$21.98	\$23.08	\$24.23	\$25.44	\$26.71	\$28.05	\$29.45	\$30.92	\$32.47
Bus Driver Trainer (240)	\$21.58	\$22.66	\$23.79	\$24.98	\$26.23	\$27.54	\$28.92	\$30.37	\$31.89	\$33.48
Account Technician (260)	\$22.03	\$23.13	\$24.29	\$25.50	\$26.78	\$28.12	\$29.53	\$31.01	\$32.56	\$34.19
Certified Occupational Therapist Aide (193)	\$23.66	\$24.84	\$26.08	\$27.38	\$28.75	\$30.19	\$31.70	\$33.29	\$34.95	\$36.70
Health Office Nurse (RN/LVN) (198)	\$23.66	\$24.84	\$26.08	\$27.38	\$28.75	\$30.19	\$31.70	\$33.29	\$34.95	\$36.70
Lead Maintenance Technician (260)	\$23.66	\$24.84	\$26.08	\$27.38	\$28.75	\$30.19	\$31.70	\$33.29	\$34.95	\$36.70
Nurse (RN/LVN) Instructional Assistant (198)	\$23.66	\$24.84	\$26.08	\$27.38	\$28.75	\$30.19	\$31.70	\$33.29	\$34.95	\$36.70
Technology Support Specialist (260)	\$27.23	\$28.59	\$30.02	\$31.52	\$33.10	\$34.76	\$36.50	\$38.33	\$40.25	\$42.26
Lead Maintenance Technician- HVAC Emphasis (260)	\$27.65	\$29.03	\$30.48	\$32.00	\$33.60	\$35.28	\$37.04	\$38.89	\$40.83	\$42.87
Lead Mechanic (240)	\$28.76	\$30.20	\$31.71	\$33.30	\$34.97	\$36.72	\$38.56	\$40.49	\$42.51	\$44.64
Technology Support Specialist II (260)	\$28.76	\$30.20	\$31.71	\$33.30	\$34.97	\$36.72	\$38.56	\$40.49	\$42.51	\$44.64
Database Support Specialist (260)	\$30.17	\$31.68	\$33.26	\$34.92	\$36.67	\$38.50	\$40.43	\$42.45	\$44.57	\$46.80

## **Rescue Union School District**

### **AGENDA ITEM: Contract: Superintendent**

### **RECOMMENDATION:**

The Superintendent is recommending the Board of the Trustees approve four specific changes to the contract for the Superintendent effective July 1, 2022.

### **BACKGROUND:**

The Superintendent and the Board entered into an agreement on June 2, 2021 that requires periodic refining. At the conclusion of the first year of this contract there is one required change and three suggested revisions the board is being asked to consider. There is zero cost to the district with the required change or any of the three recommendations.

### **STATUS:**

The Board is being asked to approve one required change per the terms of the contract effective July 1, 2022. Specifically:

- #1 - Update the contract to reflect the new 2022-2025 term
  - Per #44 - The Superintendent earned a “satisfactory” evaluation and as a result of the contract the term of the Superintendent’s contract will be extended until July 31, 2025 by board approval.

The Board is being asked to approve three recommended changes to the Superintendent's contract effective July 1, 2022. Specifically

- #2 - Revise work year language to align Superintendent and Assistant Superintendent contracts
  - This change is to further clarify and codify the work-year language
- #39 - Change the date of the Superintendents State of the District Presentation
  - This change is to allow the Superintendent to provide a State of the District Presentation that includes the months of May and June (16% of the work year)
- #41 - Remove the requirement for the Superintendent State of the District to occur prior to Board deliberations on the Superintendent’s evaluation
  - This change is to provide the Board more time to deliberate and evaluate the Superintendent.

**FISCAL IMPACT:**

With a recent reorganization of the Human Resource department this change reflects a savings to the District and will be incorporated into the District's subsequent budgets.

**BOARD GOAL(S):**

Board Focus Goal IV - STAFF NEEDS

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

Board Focus Goal VI – CULTURE OF EXCELLENCE

Create and promote programs that support, reward and incentivize employees to perform at exceptional levels for the benefit of our students.

RESCUE UNION SCHOOL DISTRICT  
Superintendent's Contract

This Employment Contract ("Contract") is by and between Jim Shoemake ("Superintendent") and the Governing Board ("Board") of the Rescue Union School District ("District").

The Board offers, and Superintendent accepts, with valuable consideration exchanged, employment as District Superintendent pursuant to the following terms and conditions.

**Contract Term**

1. Board employs Superintendent for a term of three years, commencing on July 1, ~~2021~~ 2022, and ending on June 30, ~~2024~~ 2025, unless such employment is terminated earlier pursuant to the provisions of this Contract or extended as otherwise provided herein or by law. An amendment for the extension of the term of this Agreement shall be considered by the Board at a regularly scheduled Board meeting following a satisfactory evaluation.

**Work Year and Hours of Work**

2. Superintendent shall render 222 work days of full and regular service to the District with the exception of District-approved holidays, and approved leaves as set forth in the Contract. It is understood that the demands of the position of Superintendent will require more than eight (8) hours a day and/or forty (40) hours per workweek. Superintendent is not entitled to receive overtime compensation. *If the Superintendent works in excess of 222 days during the fiscal year, with the approval of the Board President, the Superintendent may elect to carry over such days into the next fiscal year.*

**Compensation**

3. Superintendent is employed as a full-time employee of the District with an annual salary of One Hundred Ninety Eight Thousand dollars (\$198,000.00). The annual salary shall be payable on the last working day of each month in installments of one-twelfth (1/12) of the annual salary for services rendered during the preceding month, with proration for a period of less than a full year of service.

4. Adjustments to the Superintendent's annual salary during the life of this Contract shall be in the form of an amendment or updated salary schedule, and shall become part of this Contract. The annual salary may be increased at the sole discretion of the Board. Any increase in salary shall be discussed and approved in open session at a regular Board meeting pursuant to Government Code Section 54956, subdivision (b). A change in salary during the term of the Contract shall not constitute the creation of a new contract or extend the termination date of the Contract.

## **Benefits and Expenses**

### Medical, Dental, Life and Vision Insurance

5. During his/her employment under the Contract, the Superintendent may select any medical, dental, life and vision plan available to other certificated management employees within the District. Superintendent shall receive the district certificated management fringe benefits cap and be responsible for any employee contribution of the plan selected.

### Retirement Contribution

6. Superintendent is responsible for his or her share of contributions to CalSTRS.

### Reimbursement for work related expenses outside of El Dorado County

7. Superintendent shall be reimbursed for all ordinary and necessary expenses in conducting District Business. District shall reimburse Superintendent for all documented ordinary and necessary expenses outside of El Dorado County, incurred relative to employment as Superintendent. The Board may, at any time for any reason, instruct the Superintendent to reduce or stop such reimbursable activity; however, the Superintendent will be reimbursed for expenditures made before the Board's decision.

### Automobile Allowance and Necessary Expenses

8. The Superintendent shall receive \$1,000 per month allowance to compensate for the operation of his own vehicle in the performance of regularly assigned duties and to compensate for other required and reasonable expenses necessary to satisfy the Superintendent's obligations, duties, responsibilities, and service to the District as described in this Agreement. No additional reimbursement will be received for the use of the Superintendent's personal vehicle or other expenses not described herein.

### Professional Development and Dues

9. It is expected that the Superintendent will participate in professional and community organizations in a manner consistent with his or her employment duties and Board policies. Superintendent shall endeavor to maintain and improve professional competence. Superintendent shall select appropriate activities. The District shall pay for all reasonable and necessary expenses for such activities if the activities have been approved in advance by the Board.

10. District will therefore pay Superintendent's annual dues to the Association of California School Administrators (ACSA), as well as to any other professional or community organization approved by the Board. The Board retains the right to modify or discontinue payment of dues at any time should the Board determine such membership is not beneficial to the District.



## Technology Devices

11. At its sole discretion, the Board shall provide to Superintendent, at District expense, a cell phone and a laptop computer and/or tablet, hereinafter "Technology Devices." District shall pay any costs and expenses associated with owning, licensing, operating and maintaining such Technology Devices. This does not include costs associated with maintaining home Internet access. All Technology Devices so provided are the property of District and District shall have the right to control the access to, and use of, Technology Devices through its Board policies, including its technology use policies, personnel policies, and its risk management policies.

12. All District-provided Technology Devices are provided to facilitate performance of Superintendent's duties and obligations as an employee of District. Superintendent may use District-provided Technology Devices for personal use within reasonable limits and in a manner consistent with Board policies, including its technology use policies, personnel policies, and its risk management policies. Superintendent shall not use any Technology Device in any manner that is inconsistent with such policies.

13. When Technology Devices are provided by the District, the Superintendent may conduct District business on devices that are not provided or owned by the District.

14. Superintendent hereby waives any and all rights and protections over the content of any Technology Device or other electronic device (e.g., cell phone, computer, tablet) on which he or she has conducted any District business, regardless of whether the device is provided by District pursuant to the Contract. This waiver permits the Board or anyone authorized by Board to examine the contents of any such device without requiring additional Permission, including, but not limited to, a separate waiver or a warrant.

## **Leaves**

### Illness Leave

15. Superintendent shall accrue 1 day of sick leave each month of employment, for a possible total of 12 days of sick leave each contract year.

16. Accrued unused illness leave shall not be compensable upon separation. Personal

### and other leaves

17. Superintendent shall be entitled to all other personal necessity, bereavement, or other leaves provided to District's certificated management employees.

## **Duties and Responsibilities**

18. Pursuant to Article 3 (commencing with Section 35026) of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code, Superintendent shall be the Chief Executive Officer of District.

19. Superintendent shall perform, at the highest level of competence, all services, duties, and obligations required by (i) the Contract, (ii) the District Superintendent job description, (iii) applicable laws and regulations, (iv) Board rules, regulations, and policies and as otherwise directed by Board. The Superintendent may delegate his or her duties to a responsible District employee at Superintendent's discretion unless otherwise stated in applicable laws and regulations, found in Board rules, regulations, and policies, or otherwise prohibited by Board.

20. Subject to the approval of the Board, Superintendent shall have primary responsibility for the management of all District affairs. In carrying out his or her duties, the Superintendent shall provide educational leadership to the District and make student learning and student success his or her highest priorities.

21. Superintendent shall be responsible for the operations of the District, including, but not limited to, the areas of general administration, instruction, human resources, communications, government relations, facilities, and business affairs.

22. Superintendent shall evaluate or cause to be evaluated all employees of the District as provided by California law and Board policy.

23. Superintendent shall establish and maintain positive community, staff, and Board relations and a collaborative culture.

24. Superintendent shall attend every Board meeting and Board committee meeting unless excused by the Board President.

25. Superintendent shall serve as Secretary to the Board and perform the duties as prescribed in Section 35025 of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code.

26. The Superintendent shall have primary responsibility for the execution of Board policies, although Board retains responsibility for the formulation of Board policies.

27. As permitted by any applicable law including, but not limited to the Brown Act, Superintendent shall, in advance of Board meetings, keep all Board members advised of emerging issues that could have a material impact on Board or District.

28. Superintendent shall submit financial and budgetary reports to Board and shall advise Board on possible sources of funds to carry out District programs.

29. Superintendent shall provide leadership and direction in negotiations with all labor groups.

30. Superintendent shall have primary responsibility for making timely and appropriate recommendations to Board regarding personnel matters, including the employment of personnel and any release, non-reelection, or termination of an employee. Upon request by Superintendent, Board may authorize Superintendent to employ personnel without Board approval.

31. As required by Education Code Section 35035, and subject to the approval of Board, Superintendent is responsible for assigning all District employees employed in positions requiring

certification qualifications.

32. Superintendent shall have other duties properly delegated to him or her by Board policies or by other actions of the Board.

### **External Relation Duties**

33. Superintendent shall represent District before the public, and shall maintain such a program of public relations as may serve to improve understanding and to keep the public informed about District activities, needs, and results.

34. Superintendent will act as the primary liaison with the local, state, and federal agencies and elected representatives.

35. Superintendent shall regularly report to the Board on all external relations activities.

### **Requirements**

#### Driver's License

36. Superintendent is required to maintain a valid California Driver's License and have a vehicle available at all times to perform the duties of the position.

### **Evaluation**

37. Board shall evaluate the Superintendent in each year.

38. Prior to September 1 of each year, the Board shall meet to establish Superintendent's performance goals and objectives for that school year based on the duties and responsibilities set forth in the Contract, Board's strategic planning priorities and any other criteria chosen by Board. These goals and objectives shall be reduced into writing and, at Board discretion, may include input provided by the Superintendent. The Board will provide the Superintendent with an Evaluation instrument.

39. ~~Prior to May 31 of each year, At the last Board Meeting of the school year~~ the Superintendent shall provide the Board with an annual ~~report~~ presentation regarding the state of the District. ~~and shall also make a presentation based on the report at a regularly scheduled Board meeting.~~

40. Prior to ~~June 1~~ the last scheduled Board meeting in May of each year, the Superintendent shall present the Board with a written self-evaluation. The self-evaluation shall mirror the form of the Board Evaluation instrument.

41. Prior to June 30 of each year, and after receiving Superintendent's state of the District report and self-evaluation, each of the following shall occur:

- a. Each Board member shall individually complete the Evaluation instrument;
- b. Board will devote a portion of at least one (1) meeting to a discussion and evaluation of Superintendent's performance, including the working relationship between Superintendent and Board.
- c. Board President shall be responsible for utilizing the individual Board member evaluations and Board discussion to prepare a single, evaluative document that communicates Board's collective feedback and expectations.

42. The evaluation of Superintendent by Board will be in writing and placed in a sealed envelope in Superintendent's personnel file marked as follows: "Confidential. Only to be opened upon authorization of the Board." A copy of the evaluation will be provided to the Superintendent.

43. Parties affirm that evaluation timelines are critical and as such, if the timeline is not met, the schedule will be reviewed and revised dates agreed to complete a timely evaluation.

#### **Contract Renewal or Extension**

44. At the conclusion of each year's evaluation, the Governing Board shall determine in writing on the Superintendent's evaluation form whether or not the evaluation is "satisfactory" or "unsatisfactory" so that a clear and affirmative decision is made. If the Governing Board determines that the Superintendent's evaluation is "satisfactory" the term of the Agreement shall be extended one (1) year by action of the board; if the Governing Board determines that the Superintendent's evaluation is "unsatisfactory", the Superintendent's contract terms will remain the same.

#### **Superintendent's Duty to Notify Board**

45. Between ninety (90) days and one hundred and twenty (120) days prior to the end of the Contract, Superintendent shall, in writing, remind each Board member of Board's obligation to give written notice pursuant to the terms of this Contract. Failure by the Superintendent to provide notice to the Board shall invalidate the notice requirement.

#### **Termination for Cause**

46. Notwithstanding any other provision of the Contract, Superintendent may be terminated for cause prior to the expiration of the Contract, for any of the following:

- a. The occurrence of any event which would justify revocation of a credential as set forth in Education Code § 44420 et seq.
- b. The occurrence of any event which would justify dismissal of a tenured, certificated employee as set forth in Education Code § 44932, et seq.
- c. Neglect of Duty
- d. Failure of Superintendent to perform his or her duties
- e. Material breach of the Contract
- f. Superintendent interviews for any other position during the term of the Contract and he or she fails to notify Board President within three days of the interview
- g. Any other legally permissible reason

47. Any other legally permissible reason includes, but is not limited to, conduct that is seriously detrimental to the District. Conduct that is seriously detrimental to District includes, by way of illustration and not limitation, either during or outside of duty hours, which is of such a nature that it causes discredit to District, unprofessional conduct, or incompetence. The Superintendent acknowledges that he or she is the District's most visible representative and is required to maintain higher standards of personal conduct than any other employee. In order to represent the District with integrity and high ethical standards, the Superintendent shall avoid professional or personal situations that might reflect negatively on the Superintendent, District, or Board.

48. Prior to terminating Superintendent for cause, Superintendent shall be afforded the protection of procedural due process. The Board shall give Superintendent thirty (30) days written notice of its intention to terminate him or her for cause. Such written notice shall include a statement of the specific acts or omissions, which give rise to the proposed action. No action shall be taken on a proposed termination for cause until Superintendent has had an opportunity to meet with the Board to be heard by way of explanation, defense, or a showing that the specific acts or omissions have been corrected. This opportunity to be heard shall be provided within fifteen (15) calendar days after the Superintendent is served the notice of Board's intention. This meeting with the Board is not an evidentiary hearing. The Parties are expected to provide each other with a reasonable, complete explanation of their positions and an attorney may accompany either party. Superintendent's right to meet with the Board shall be exclusive of any right to any other hearing otherwise required by law.

49. Any decision to terminate Superintendent for cause shall be effective upon the date determined by Board, except that such date shall not be sooner than thirty (30) calendar days after the notice of termination is given to Superintendent. In the event that Superintendent is terminated for cause, all rights and obligations of the Parties under the Contract shall be deemed fully satisfied on the effective date of the termination and Superintendent shall not be entitled to any further benefit under the Contract.

50. A determination as to whether cause exists to terminate Superintendent shall always be at the sole discretion of the Board.

#### **Termination without Cause**

51. Notwithstanding any other provision of the Contract, the Board shall have the sole right to terminate Superintendent without cause at any time before its normal expiration. If Board terminates Superintendent without cause before its normal expiration, it shall pay to Superintendent his or her base salary and medical/dental/vision and other benefits provided by the Contract for either six (6) months or the number of months remaining on the Contract, whichever is less.

#### **Termination by Mutual Consent**

52. Notwithstanding any other provision of the Contract, Board and Superintendent may, by mutual consent, terminate the Contract before its expiration. The Superintendent may also terminate his obligations under this Agreement by giving the District at least sixty (60) days written notice.

53. If the Contract is mutually terminated, the maximum cash settlement that Superintendent may receive either (i) an amount equal to the monthly salary of Superintendent multiplied by the number of months left on the unexpired term of the Contract or (ii) an amount equal to the monthly salary of Superintendent multiplied by six (6) months, whichever is less. However, should the District believe, and subsequently confirm by independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then no cash or noncash settlement will be paid, pursuant to Government Code § 53260.

#### **Termination by Death**

54. The Contract shall terminate immediately upon the death of Superintendent and all rights and obligations of the Parties under the Contract shall be deemed fully satisfied.

#### **Liability for Taxes**

55. Notwithstanding any other provision of the Contract, District shall not be liable (except in cases of District errors or omissions) for any state or federal tax consequences to Superintendent, any designated beneficiary hereunder, or the heirs, administrators, executors, successors, and assigns of Superintendent. Superintendent shall assume sole liability for any state or federal tax consequences of the Contract or any related contract and agrees to indemnify and hold District harmless from such tax consequences.

#### **Superintendent Indemnification**

56. District shall include Superintendent as a named insured in its liability and errors and omissions insurance policies.

57. District shall, to the full extent permitted by law, defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against him or her in his or her personal capacity or in his or her official capacity as an agent and/or employee of District, provided that the incident arose while Superintendent was acting on matters related to his or her employment with District.

58. In no event will any individual Board member be personally liable for indemnifying the Superintendent.

## **General Provisions**

### **Full and Complete Contract**

59. The Contract is the full and complete contract between the Parties. It can be changed or modified only in writing signed by the Superintendent and Board President or designee after Board approval.

### **Entire Contract**

60. The Contract contains the entire understanding between the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in the Contract. The Contract is intended by the Parties to be the sole instrument governing the relationship between the Parties unless a provision of law, now or hereinafter enacted, is specifically applicable to the Contract or to the relationship between Board and Superintendent.

### **Applicable Laws**

61. Except as modified pursuant to Paragraphs 59, 60, and 69 or by another express term of the Contract, the Contract is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Education, and Board rules, regulations, and policies. These laws, rules, regulations, and policies referenced herein are a part of the terms and conditions of the Contract as though fully set forth herein.

### **Construction**

62. The Contract will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of the Contract, it is understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof and no such contract term shall be construed or resolved against either party based on any rule of construction.

### **Delivery of Notices**

65. All notices permitted or required under the Contract shall be given to Superintendent at the

following address: 2061 Arroyo Vista Way, El Dorado Hills, CA 95762

66. Such notices shall be deemed received when personally delivered or when deposited in the U.S. Mail. However, actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

#### Headings

67. The headings of sections of the Contract have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of the Contract.

#### Attorney's Fees

68. In the event of any action or proceeding to enforce or construe any of the provisions of the Contract, Superintendent and Board shall each bear the cost of their own attorney's fees and costs regardless of the outcome of the action or proceeding.

#### Severability

69. If any portion of the Contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of the Contract.

#### AB 1344

70. Any salary or paid leave salary provided the Superintendent pending an investigation shall be fully reimbursed if the Superintendent is convicted of a crime involving an abuse of his office or position, as set forth in Government Code sections 53243 and 53243.4.

Any funds for the legal criminal defense of the Superintendent provided by the District shall be fully reimbursed to the District if the Superintendent is convicted of an abuse of his office or position, as set forth in Government Code sections 53243.1 and 53243.4.

Regardless of the term of this Contract, if this Contract is terminated, any cash settlement related to the termination that the Superintendent receives from the District shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of his office or position, as set forth in Government Code sections 53243.2 and 53243.4.



Governing Law and Venue

71. The Contract, and the rights and obligations of the Parties, shall be governed by and construed in accordance with the laws of the State of California. The Parties also agree that in the event of litigation, the venue shall be the proper state or federal court serving El Dorado County, State of California.

No Assignment

72. Superintendent may not assign or transfer any rights granted or obligations assumed in the Contract.

Conflict with Board Policies

72. In the event of a conflict between the terms of the Contract, or any amendments thereto, and the terms of Board-adopted policies, the terms of the Contract shall prevail.

IN WITNESS, we affix our signatures to the Contract as the full and complete understanding of the relationships between the parties.

On Behalf of the GOVERNING BOARD OF THE RESCUE UNION SCHOOL DISTRICT:

\_\_\_\_\_  
Signature, Board President

\_\_\_\_\_  
Date

I, Jim Shoemake, accept the Board's offer of employment and agree to comply with the Contract and fulfill all of the duties required herein as Superintendent of the Rescue Union School District.

\_\_\_\_\_  
Signature, Superintendent

\_\_\_\_\_  
Date

**RESCUE UNION SCHOOL DISTRICT**

**AGENDA:     2022-23 Budget Update – 45 Day Budget Revision**

**RECOMMENDATION:**

The Superintendent recommends the Board of Trustees review the changes to the Rescue USD budget for 2022-23 due to the adoption of the state budget.

**BACKGROUND:**

Education Code Section 42127(h) calls for the public review, within 45 days, of any budget revisions that the local agency decides to make based upon the enactment of the State Budget.

**STATUS:**

The Fiscal Year 2022-23 Budget presents the budgetary goals of the Rescue Union School District.

Since the board adoption of the 2022-23 District Budget, the State budget has been finalized and passed through legislation. Major revisions include an increase to the Local Control Funding Formula (LCFF) base, one-time funding of the Learning Recovery Emergency Block Grant, and the Art, Music, and Instructional Materials Discretionary Block Grant.

A complete budget update will be presented to the Board in December 2022 during 1<sup>st</sup> interim.

**FISCAL IMPACT:**

On-going revenues will be increased by \$930k, and one-time funds estimated at approximately \$3.3 million.

**BOARD GOALS:**

Board Focus Goal II – FISCAL ACCOUNTABILITY

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.



# Rescue Union School District 2022-23 Budget 45 Day Revise

August 9, 2022



## Board of Trustees

Nancy Brownell, President  
Suzanna George, Member

Michael Gordon, Vice-President  
Kim White, Member



# Timeline and Certifications

- Education Code requires school districts to adopt a budget before July 1, 2022
- This presentation is a user-friendly summary of the budget proposed for adoption.
- Financial Cycle for 2022-23
  - √ **June 14, 2022** – Public Hearing
  - √ **June 28, 2022** – Board Approval/Budget Adoption
  - ☐ **August 2022** - If there are material changes in the District budget due to state budget adoption or revision, budget revisions are due 45 days afterwards.
  - ⊕ **December 2022** - First Interim Budget
  - ⊕ **March 2023** - Second Interim Budget
  - ⊕ **June 2023** - June Budget Update (with 2023-24 budget adoption)
  - ⊕ **September 2023** - Unaudited Actual Financials
  - ⊕ **December 2023** - Audit Report



# State Budget Highlights



## LOCAL CONTROL FUNDING FORMULA (LCFF)

- 6.56% COLA
  - Unchanged from RUSD's assumption at budget adoption
- 6.28% Additional "raise the base" funding
  - This is an increase from the 3.3% assumption used at budget adoption
- Provision allowing school districts to use the average of the prior three year's Average Daily Attendance (ADA) when calculating LCFF apportionments remains in place
- TK add-on rate \$2,813 per TK ADA, same as adopted budget
- Home to School (HTS) funding increase
  - Greater of these two options:
    - Beginning in 2022-23 the HTS revenue will be increased by the annual COLA (this has been flat funded since 2013-14)
    - Additional funding, up to 60% of district's transportation expenditures offset by the HTS revenue
- Requires Districts to adopt a plan by April 1, 2023, and annually thereafter describing:
  - ✓ The transportation services it will offer to its pupils
  - ✓ How it will prioritize planned transportation services for pupils in TK-6
  - ✓ How it will prioritize planned transportation services for pupils who are low income
- Prohibits an LEA from charging a fee to unduplicated pupils



# State Budget Highlights



## One-Time Deferred Maintenance **\$0.00**

- This proposal did not come to fruition
- Initial estimate was \$350,000 – not included in the Adopted Budget

## Expanded Learning Opportunities Grant **\$697,500 estimated**

- Rate for Districts with Unduplicated Pupil Percentage (UPP) above 75%
  - \$2,740 per TK-6 Unduplicated Pupil Count (UPC)
- Rate for Districts with UPP below 75%
  - **\$1,250 per TK-6 UPC \* RUSD's rate**
- Adopted budget included \$900k estimate funding. Budget revision has been **reduced \$204k**
  - May rate estimate \$2,500 per TK-6 UPC included in Adopted budget but adjusted to a conservative rate.

❖ No changes to program requirements



# State Budget Highlights



## Learning Recovery Emergency Block Grant **\$1.3-1.5 mil Est**

- This is a new one-time grant
- Funding rates are not yet available
  - Funding rates will be per UPC
  - Capital Advisors' estimated rate is \$2,150 per UPC
- Block Grant Requirements:
  - Funds must be spent by the 2027-28 school year (6 years to spend)
  - Increase or stabilize instructional learning time
  - Decrease or stabilize staff-to-pupil ratios
  - Provide learning supports such as tutoring
  - Provide pupil support to address barriers to learning, such as counseling, mental health services, or access to school meals
  - Additional academic services



# State Budget Highlights



Arts, Music, and Instructional Materials Discretionary Block Grant **\$2.2-2.5 mil Est**

- This is a new one-time grant
- Funding formulas and allocation amounts have yet to be published
  - Funding rate will be per ADA
  - Capital Advisors' estimated rate is \$675 per ADA
- Block Grant Requirements:
  - Funds must be spent by the 2025-26 school year (4 years to spend)
  - Standards-aligned professional development and instructional materials
  - Instructional materials and professional development related to school climate
  - Operational costs
  - Supplies related to the COVID-19 pandemic





# Budget Revision



**MAY 24, 2022 BOARD STUDY SESSION PROPOSAL – UPDATED (ORIGINAL ESTIMATE 4.4 MILLION)**

## **2022-23 STATE BUDGET ACT FUNDS:**

**LEARNING RECOVERY**

**\$1,200,000**

**ART, MUSIC BLOCK GRANT**

**\$2,200,000**

## **Proposed one time expenses:**

<del>Facility Capital Projects Fund</del>	<del>\$2,200,000</del>	<del>\$2,200,000</del>	*NOT ELIGIBLE FOR EITHER
<del>Structural Deficit (2022-2023 payment)</del>		<del>\$ 750,000</del>	*RETIREMENT INCENTIVE
- Special Education Supports (2022-2025)	\$ 600,000		
<del>Deferred Maintenance Commitment</del>	<del>\$ 350,000</del>	<del>\$ 350,000</del>	*NOT ELIGIBLE FOR EITHER
- Prep for grades 1-3 (2022-2023 pilot)	\$ 154,000		
- Garden / Outdoor Education (2022-2025)	\$ 125,000		
- Student Support Secretary to replace DO Clerk (2022-2025)		\$ 106,000	
- Staff Computer Replacement Program		\$ 50,000	
- Maintaining our Health Office Nurses at 6 hours per day (2022-2023)	\$ 27,000		

\*How do we find budget for these necessary budget items that are not eligible with these one-time grants as we had planned?



# Budget Revision



Per Board Study Session on May 24, 2022, the following positions were approved to be funded with “One-Time” funds.

Total “One-Time” funds were estimated to be \$4.1 million.

Actual “One-Time” funds are estimated to be \$3.4 million

Included in the 2022-23 Adopted Budget funded with other resources

Move to Learning Recovery Emergency Block Grant

- Special Education Supports (Psychologist & Behaviorist) \$240k
- Prep for 1<sup>st</sup> – 3<sup>rd</sup> grade teachers (2022-23 pilot) - \$163k
- Garden Coordinator / Outdoor Education - \$38k
- Maintaining Health Office Nurses at 6 hours per day - \$65k
- Staff each Elementary sites with 1.0 counselor - \$110k

Move to Art, Music Discretionary Block Grant

- DO Support Secretary increased time - \$31k

Funding source for Capital Facilities fund \$2.2 million and \$350k for deferred maintenance needs to be identified.



# Budget Revision

Rescue Union District Financial Status Comparison 2022-23												
b		c		d	e	f		g	h	i	j	k
		<u>Budget Adoption</u> <u>2022-23</u>			<u>45-Day Revision</u> <u>2022-23</u>			<u>Compare</u> <u>Adopt to 45 Day Revise</u>				
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted Variance	Restricted Variance	Total Variance		
4												
5												
6	Revenue Detail											
7	LCFF Sources (8010-8099)	34,233,418	-	34,233,418	35,169,438	-	35,169,438	936,020	-	936,020		
8	Federal Revenue (8100-8299)	-	2,012,111	2,012,111	-	2,012,111	2,012,111	-	-	-		
9	Other State Revenue (8300-8599)	676,839	3,685,546	4,362,385	676,839	6,983,046	7,659,885	-	3,297,500	3,297,500		
10	Other Local Revenue (8600-8799)	528,012	2,130,407	2,658,419	528,012	2,130,407	2,658,419	-	-	-		
11	Total Revenue	35,438,269	7,828,064	43,266,333	36,374,289	11,125,564	47,499,853	936,020	3,297,500	4,233,520		
12												
13	Expenditure Detail											
14	Certificated	15,754,430	2,363,732	18,118,162	15,530,072	2,588,090	18,118,162	(224,358)	224,358	-		
15	Classified	5,006,536	2,604,105	7,610,641	4,902,762	2,707,880	7,610,641	(103,775)	103,775	-		
16	Employee benefits	6,843,111	3,817,429	10,660,539	6,715,715	3,944,825	10,660,539	(127,396)	127,396	-		
17	Books & Supplies	680,939	1,443,824	2,124,764	680,939	1,493,824	2,174,764	-	50,000	50,000		
18	Service, Other Operating	2,133,999	2,587,798	4,721,796	2,133,999	2,393,086	4,527,084	-	(194,712)	(194,712)		
19	Capital Outlay	6,400	100,000	106,400	6,400	100,000	106,400	-	-	-		
20	Other Outgo	253,533	1,073,938	1,327,471	253,533	1,073,938	1,327,471	-	-	-		
21	Indirect Costs	(166,711)	134,093	(32,618)	(184,910)	152,292	(32,618)	(18,199)	18,199	-		
22	Total Expenditures	30,512,237	14,124,919	44,637,155	30,038,509	14,453,934	44,492,443	(473,727)	329,015	(144,712)		
23												
24	Excess/(Deficiency)	4,926,032	(6,296,855)	(1,370,823)	6,335,779	(3,328,370)	3,007,409	1,409,747	2,968,485	4,378,232		
25												
26	Other Financing Sources/uses											
27	Transfers In			-			-	-	-	-		
28	Transfers Out	-	-	-			-	-	-	-		
29	Other Sources	-	-	-			-	-	-	-		
30	Other Uses	-	-	-			-	-	-	-		
31	Contributions (8800-8999)	(5,291,686)	5,291,686	-	(5,291,686)	5,291,686	-	-	-	-		
32	Total Other Sources/Uses	(5,291,686)	5,291,686	-	(5,291,686)	5,291,686	-	-	-	-		
33												
34	Net Inc/Dcr to Fund Balance	(365,655)	(1,005,168)	(1,370,823)	1,044,093	1,963,316	3,007,409	1,409,747	2,968,485	4,378,232		
35												
36	Beginning Balance	6,458,685	1,846,892	8,305,577	6,093,031	841,723	6,934,754	(365,655)	(1,005,168)			
37	Ending Balance	6,093,031	841,723	6,934,754	7,137,124	2,805,040	9,942,163	1,044,093	1,963,316	3,007,409		



# Questions?



**Budget, July 1  
FINANCIAL REPORTS  
2022-23 Budget  
School District Certification**

09 61978 0000000  
Form CB  
D8BAS1RXKG(2022-23)

**ANNUAL BUDGET REPORT:**

July 1, 2022 Budget Adoption

Insert "X" in applicable boxes:

X This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

X If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for  
inspection at:

Place: Rescue Union School  
District  
Date: June 09, 2022

Public Hearing:

Place: Rescue Union School District  
Date: June 14, 2022  
Time: 06:30 PM

Adoption  
Date: June 28, 2022  
Signed: \_\_\_\_\_

Clerk/Secretary of  
the Governing Board  
(Original signature  
required)

Contact person for additional information on the budget reports:

Name: Lisa Donaldson Telephone: (530) 677-4461  
Title: Asst Supt of Business Svcs E-mail: ldonaldson@my.rescueusd.org

**Criteria and Standards Review Summary**

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	

Budget, July 1  
FINANCIAL REPORTS  
2022-23 Budget  
School District Certification

09 61978 0000000  
Form CB  
D8BAS1RXKG(2022-23)

3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.		X
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	
<b>SUPPLEMENTAL INFORMATION</b>			<b>No</b>	<b>Yes</b>
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?		X
<b>SUPPLEMENTAL INFORMATION (continued)</b>			<b>No</b>	<b>Yes</b>
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X



		<ul style="list-style-type: none"> <li>If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2021-22) annual payment?</li> </ul>		X
S7a	Postemployment Benefits Other than Pensions	<p>Does the district provide postemployment benefits other than pensions (OPEB)?</p> <ul style="list-style-type: none"> <li>If yes, are they lifetime benefits?</li> <li>If yes, do benefits continue beyond age 65?</li> <li>If yes, are benefits funded by pay-as-you-go?</li> </ul>	X	
			n/a	
			n/a	
			n/a	
S7b	Other Self-Insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation)?	X	
S8	Status of Labor Agreements	<p>Are salary and benefit negotiations still open for:</p> <ul style="list-style-type: none"> <li>Certificated? (Section S8A, Line 1)</li> <li>Classified? (Section S8B, Line 1)</li> <li>Management/supervisor/confidential? (Section S8C, Line 1)</li> </ul>	X	
			X	
			X	
S9	Local Control and Accountability Plan (LCAP)	<ul style="list-style-type: none"> <li>Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?</li> <li>Approval date for adoption of the LCAP or approval of an update to the LCAP:</li> </ul>		X
			Jun 28, 2022	
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?		X
<b>ADDITIONAL FISCAL INDICATORS</b>			<b>No</b>	<b>Yes</b>
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?		X
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?	X	
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
<b>ADDITIONAL FISCAL INDICATORS (continued)</b>			<b>No</b>	<b>Yes</b>
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	

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A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	