

**Rescue Union School District**

**1-May-18**

	GREEN VALLEY	JACKSON	LAKE FOREST	LAKEVIEW	RESCUE	MARINA VILLAGE	PLEASANT GROVE	Tot.
TR. KDG	24	40	23	21	23	0	0	131
KDG.*	64	66	49	77	81	0	0	337
FIRST	64	70	68	79	65	0	0	346
SECOND	63	63	56	83	75	0	0	340
THIRD	78	80	67	84	71	0	0	380
FOURTH	61	82	65	106	70	0	0	384
FIFTH	69	74	100	108	77	0	0	428
SIXTH	0	0	0	0	0	252	183	435
SEVENTH	0	0	0	0	0	239	150	389
EIGHTH	0	0	0	0	0	269	198	467
SDC		14					13	
*COOL School						9		9
<b>TOTAL</b>	<b>423</b>	<b>489</b>	<b>428</b>	<b>558</b>	<b>462</b>	<b>760</b>	<b>544</b>	<b>3679</b>
Ending 16-17	456	470	470	577	470	773	556	3766
Difference	-33	19	-42	-19	-8	-13	-12	-87

**Low Housing Projection 2017-18	Variance
100	31
389	-52
348	-2
349	-9
362	18
363	21
393	35
393	42
348	41
438	29
0	27
0	9
<b>3483</b>	<b>196</b>

\*COOL School numbers are not counted in individual school counts only in district total

\*\*Projected enrollment is from Table 10 of the Demographic Study

**NPS 6**

**ENROLLMENT HISTORY**

	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
<b>2017/2018</b>	<b>NA</b>	<b>3624</b>	<b>3632</b>	<b>3642</b>	<b>3655</b>	<b>3685</b>	<b>3688</b>	<b>3682</b>	<b>3684</b>	<b>3679</b>	
<b>2016/2017</b>	3723	3709	3723	3731	3734	3774	3792	3792	3786	3794	3766
<b>2015/2016</b>	3666	3658	3673	3673	3676	3686	3707	3717	3734	3740	3733
<b>2014/2015</b>	3690	3697	3699	3702	3712	3735	3753	3771	3772	3775	N/A
<b>2013/2014</b>	3797	3775	3770	3776	3774	3797	3804	3821	3823	3825	N/A
<b>2012/2013</b>	3889	3902	3895	3900	3893	3885	3912	3919	3920	3929	N/A
<b>2011/2012</b>	3984	3984	3989	3995	3995	4002	4019	4024	4032	4038	N/A
<b>2010/2011</b>	4124	4088	4070	4071	4074	4083	4092	4099	4097	4095	N/A
<b>2009/2010</b>	4173	4123	4115	4116	4113	4119	4122	4121	4112	4115	4110
<b>2008/2009</b>	4176	4105	4104	4106	4115	4110	4095	4091	4097	4099	4117
<b>2007/2008</b>	4093	4079	4090	4094	4091	4097	4110	4096	4101	4085	4082
<b>2006/2007</b>	3916	3905	3918	3927	3934	3933	3952	3967	3964	3972	3973
<b>2005/2006</b>	3777	3771	3788	3776	3768	3784	3780	3783	3786	3785	3785
Diff 2016-2017 2017-2018	0	-85	-91	-89	-79	-89	-104	-110	-102	-115	
Avg Diff		-85	-88	-88	-86	-87	-90	-87	-94	-88	

**Rescue Union School District**

**AGENDA ITEM: Lake Forest Elementary Mural**

**BACKGROUND:**

The Lake Forest Elementary Parent Teacher Association (PTC) is requesting consent from the Board to paint a mural at the entrance of Lake Forest Elementary. Specifically, on the exterior wall, facing the parking lot, at the top of the administrator's building. The mural will say, "Lake Forest Elementary" and be primarily blue in color with orange and yellow accents (please see attached pdf).

**STATUS/DISCUSSION:**

The mural was designed by professional graphic artist, Lora Watts and will be painted by local artist, Lana Bermudez. The final art proposal is attached and PTC has already approved the budget for this project. The mural is small in nature and the artist would like to complete it by Open House, upon Board approval.

**FISCAL IMPACT:**

The cost is anticipated to be \$1,200 for artist time and paint and will be paid from PTC Beautification budget. Graphic Designer time was donated.

**BOARD GOALS:**

Board Focus Goal 1 – 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 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.

**RECOMMENDATION:**

The Board approve the request from the Lake Forest PTC to begin the project.



**ITEM #: 9**  
**DATE: May 8, 2018**

**RESCUE UNION SCHOOL DISTRICT**

**AGENDA ITEM: RESOLUTION #18-10  
DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS**

**BACKGROUND:**

Each year our District endeavors to find the most qualified teachers to fill vacancies. At times, we may find it necessary to hire someone who has not fully completed the coursework for a specific credential, but he/she qualifies for an emergency permit.

**STATUS:**

Due to legislative changes in the process for hiring teachers with Emergency Teaching Permits and Credentials, a Declaration of Need for Fully Qualified Educators must be authorized at a public meeting by the Governing Board and submitted to the Commission on Teacher Credentialing. The Declaration of Need for Fully Qualified Educators represents a statement of anticipated needs for the 2018-2019 school year. This Declaration shall remain in force until June 30, 2019.

**FISCAL IMPACT:**

Not applicable.

**BOARD GOAL:**

Board Focus Goal IV – STAFF NEEDS:

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

**RECOMMENDATION:**

The Board approves the Resolution #18-10 Declaration of Need for Fully Qualified Educators for the 2018-2019 school year.

**RESCUE UNION SCHOOL DISTRICT  
RESOLUTION NO. 18-10**

**RESOLUTION TO APPROVE:  
DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS  
EFFECTIVE JULY 1, 2018 THROUGH JUNE 30, 2019**

**WHEREAS**, the Governing Board of the Rescue Union School District has determined that based on the needs and projections of enrollment for 2018-2019 school year, it may be necessary to hire teachers without full credentials. In that event, the Declaration of Need for Fully Qualified Educators will be used.

**THEREFORE, BE IT RESOLVED** that Pursuant to Education Code 44225.7, it will be necessary to approve the Declaration of Need for the 2018-2019 school year. The Superintendent or his designated representative is directed to take all appropriate action needed.

**ADOPTED** by the Governing Board of Rescue Union School District on May 8, 2018, by the following vote:

**AYES:** \_\_\_\_\_

**NOES:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

\_\_\_\_\_  
President of the Board

\_\_\_\_\_  
Clerk of the Board



State of California  
 Commission on Teacher Credentialing  
 Certification Division  
 1900 Capitol Avenue  
 Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
 Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2018-2019

Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Rescue Union School District District CDS Code: 619

Name of County: El Dorado County County CDS Code: 09

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05 /08 /2018 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2019.

Submitted by (Superintendent, Board Secretary, or Designee):

Cheryl Olson *Cheryl Olson* Superintendent  
Name Signature Title

530-677-0719 530-677-4461 \_\_\_\_\_  
Fax Number Telephone Number Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
E-Mail Address

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_/\_\_\_/\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Ed Manansala		County Superintendent of Schools
<i>Name</i>	<i>Signature</i>	<i>Title</i>
530.642.1832	530.295.2229	
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
El Dorado County Office of Education 6767 Green Valley Rd.		Placerville, CA 95667
<i>Mailing Address</i>		
emanansala@edcoe.org		
<i>E-Mail Address</i>		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

<b>Type of Emergency Permit</b>	<b>Estimated Number Needed</b>
CLAD/English Learner Authorization (applicant already holds teaching credential)	5 _____
Bilingual Authorization (applicant already holds teaching credential)	3 _____
List target language(s) for bilingual authorization:  _____	
Resource Specialist	5 _____
Teacher Librarian Services	_____ _____

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	3
Single Subject	15
Special Education	7
TOTAL	25

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program? Yes  No

If no, explain. \_\_\_\_\_

Does your agency participate in a Commission-approved college or university internship program? Yes  No

If yes, how many interns do you expect to have this year? 10

If yes, list each college or university with which you participate in an internship program.  
National University, California State University Sacramento, Brandman University,  
Western Governors University, California State University Fresno, Chico, Humoldt

If no, explain why you do not participate in an internship program.  
 \_\_\_\_\_  
 \_\_\_\_\_



RESCUE UNION SCHOOL DISTRICT

**AGENDA ITEM:** Resolution No. 18-11  
Intention to Eliminate/Reduce Certificated Positions

**BACKGROUND:**

Periodically changes occur which result in the reduction of hours/elimination of positions for certificated employees. The Board must formally approve a reduction of hours and/or elimination of positions.

**STATUS:**

Education Code 44949 and 44955 requires notice to be given to affected employees by March 15. The District is proposing the elimination or FTE reduction for the following positions for 2018-2019.

Due to the lack of funds or lack of work it shall be necessary to reduce the total annual days/hours worked and/or elimination of the following positions:

<b><u>Position(s)</u></b>	<b><u>Reduction/Elimination</u></b>
Teacher-LV Prep (Pos. #070080)	.12 FTE reduction
Teacher-LF Prep (Pos. #005211)	.11 FTE reduction
Teacher-COOL School (Pos. #130038)	.50 FTE reduction

**FISCAL IMPACT:**

This reduction will be reflected in the 2018-2019 budget.

**BOARD GOAL:**

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.

**RECOMMENDATION:**

Recommendation to adopt Resolution No. 18-11 to eliminate/reduce certificated positions, including transmittal of appropriate notices to affected employee(s), if any, pursuant to Education Code sections 44949 and 44955.

**RESCUE UNION SCHOOL DISTRICT  
Resolution No. 18-11**

**RESOLUTION TERMINATING SERVICES OF CERTIFICATED  
EMPLOYEES AS A RESULT OF REDUCTION OR  
DISCONTINUATION OF PARTICULAR KINDS OF SERVICES**

**MAY 8, 2018**

WHEREAS, on March 13, 2018, the Rescue Union School District Superintendent received notice recommending that .73 certificated teaching positions be reduced or eliminated, and that a corresponding number of certificated employees receive notice that their services will not be required for the ensuing 2018-19 school year;

WHEREAS, on March 13, 2018, the Superintendent adopted a Resolution to reduce or discontinue .73 certificated teaching positions not later than the beginning of the 2018-19 school year, as set forth therein;

WHEREAS, the particular kinds of services to be reduced or discontinued as set forth in Resolution dated March 13, 2018 are determined to be particular kinds of services within the meaning of Education Code section 44955;

WHEREAS, the particular kinds of services referenced in the Resolution dated March 13, 2018 will be reduced or discontinued within the meaning of Education Code section 44955 not later than the beginning of the 2018-19 school year;

WHEREAS, on or before March 15, 2018, the Superintendent's designee served notice to three (3) certificated employees that it has been recommended that his/her service will not be required for the ensuing 2018-19 school year, pursuant to Education Code sections 44949 and 44955;

WHEREAS, the notices served upon the employee advised him/her that they may request a hearing to determine if there was cause for not reemploying them for the ensuing 2018-19 school year, and that if they failed to timely request a hearing, that failure shall constitute a waiver of their right to a hearing;

WHEREAS, Education Code section 44949, provides that the Superintendent shall make the final determination as to the sufficiency of the cause and disposition of the layoff;

WHEREAS, Education Code section 44955, subdivision (c), requires final action and notifications to employees no later than May 14, unless that date is extended within a hearing pursuant to Education Code section 44949, subdivision (e);

WHEREAS, the services of no permanent or other employee are being terminated while any probationary employee or any other employee with less seniority is being retained to render a service which the permanent or other employee is certificated and competent to render, within the meaning of, and except as permitted by, Education Code section 44955 and the individuals whose employment is being terminated are not certificated and competent (within the meaning of, and

except as permitted by, Education Code section 44955) to render the service being performed by any employee with less seniority who is being retained;

WHEREAS, the jurisdictional and statutory prerequisites have been satisfied as to the three (3) individuals named in the Final Layoff List attached hereto, to the extent required by law; sufficient cause exists for such employee's termination of employment after consideration of facts including but not limited to the employee's seniority and scope of credentials; and that cause relates to the welfare of the schools and the pupils thereof within the meaning of Education Code section 44949, subdivision (c)(3), to the extent that provision applies; and

WHEREAS, rights to reemployment pursuant to Education Code section 44956 and/or 44957 shall be provided to the certificated employees whose services are terminated as a result of this layoff.

NOW, THEREFORE, BE IT RESOLVED that the employment of the three (3) individuals named in the Final Layoff List attached hereto is hereby terminated effective upon the close of the current school year (i.e., the end of such employees' last working day prior to July 1, 2018);

BE IT FURTHER RESOLVED that this decision is effective immediately and that the one (1) individual named in the Final Layoff List be given appropriate notice by the Superintendent's designee(s) of the termination of his/her services, with said notice to be given on or before May 14, 2018, in the manner prescribed by law; and finally

BE IT FURTHER RESOLVED that reemployment rights of the three (3) individuals named in the Final Layoff List shall be afforded in accordance with and to the extent applicable by the Education Code, if and when reemployment is available.

ADOPTED by the Rescue Union School District Superintendent on May 8, 2018, at Rescue, California.

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Cheryl Olson, Superintendent

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Date

**RESCUE UNION SCHOOL DISTRICT**

**FINAL LAYOFF LIST**

The following certificated personnel will receive a final layoff notice:

1. Elisabeth Weisser
2. Christina Brazzel
3. Anne Muse-Fisher

**RESCUE UNION SCHOOL DISTRICT**

**AGENDA ITEM: Tentative Agreements**

**BACKGROUND:**

Annual tentative agreements between Rescue Union School District (RUSD) and the Rescue Union Federation of Teachers (RUFT) occur as a result of negotiations. The Board must formally approve these tentative agreements.

**STATUS:**

The Board will consider approval of the Tentative Agreement for 2017-2018 for the following articles:

- |             |                             |
|-------------|-----------------------------|
| -Article 5  | Dues Deduction              |
| -Article 7  | Transfers and Reassignments |
| -Article 10 | Class Size and Assignments  |
| -Article 11 | Duty Hours                  |
| -Article 28 | Duration                    |
| -Article 30 | Staff Development           |
| -Article 37 | Compensation                |
| -Addendum G | Stipends                    |

**FISCAL IMPACT:**

This amount will be incorporated into the Fiscal Year 2017-18 and subsequent years budgets.

**BOARD GOAL:**

Board Focus Goal IV – STAFF NEEDS:

Attract, retain and support diverse staff of knowledgeable, skilled dedicated employees committed to providing and supporting quality education.

**RECOMMENDATION:**

Board approves the Tentative Agreement for 2017-2018 between RUSD and RUFT for the following articles:

- |             |                             |
|-------------|-----------------------------|
| -Article 5  | Dues Deduction              |
| -Article 7  | Transfers and Reassignments |
| -Article 10 | Class Size and Assignments  |
| -Article 11 | Duty Hours                  |
| -Article 28 | Duration                    |
| -Article 30 | Staff Development           |
| -Article 37 | Compensation                |
| -Addendum G | Stipends                    |



**TENTATIVE AGREEMENT**  
between the  
**Rescue Union School District**  
and the  
**Rescue Union Federation of Teachers**  
**April 20, 2018**

The Rescue Union School District and the Rescue Union Federation of Teachers jointly agree to the following:

1. Article 5: Dues Deduction

*Article 5.5c: Any employee who is paying dues may stop making those payments by giving written notice to the Federation during the period not less than thirty (30) and not more than forty-five (45) days before:*

- 1. The annual anniversary date of the employee's authorization or*
- 2. The date of termination of the applicable contract between the employer and the Federation, whichever occurs sooner.*

*The employer will honor the employee's check-off authorizations unless they are revoked in writing during the window period, irrespective of the employee's membership in the Federation.*

2. Article 7: Transfers and Reassignments

*Article 7.1.e Seniority: Seniority criteria will be used to determine employee placement on the seniority list. This seniority placement will be used to determine seniority in all aspects of this Agreement.* Seniority as it applies to transfer/reassignment is determined in the following manner:

- i. If hired after July 1, seniority will be assigned based on The date of written offer of employment extended by the district, and then*
- ii. The date certificated employment began in the district, and then*
- iii. Credentialing requirements, and then*
- iv. A lottery system- numbers will be drawn by a designee from the Federation and the District.*

3. Article 10: Class Size and Assignments

Article 10.10: The District will make reasonable efforts to assign non-Special Education ~~BTSA~~ Teacher Induction Program (TIP) participants:

- a. Single grade assignment in TK-5;
- b. Two (2) or less course preparations in grades 6-8
- c. A cored course preparation load in grade 6.

4. Article 11: Duty Hours

Article 11.3.a: The additional activities required of teachers participating in ~~BTSA Induction Program~~ TIP, for the purpose of gaining a clear credential, will be Open House, Back to School Night, and two (2) additional hours of service associated with the educational profession.

5. Article 28: Duration:

1. This Agreement and each of its provisions shall be binding on both parties from ~~July 1, 2010 to June 30, 2013~~ July 1, 2016 - June 30, 2019.
2. Negotiations for subsequent Agreements will commence following the submission of both parties' negotiation proposals and complying with the sun shining requirements. At the request of both parties, Interest Based Bargaining shall be used.
3. The parties agree that all negotiable articles have been discussed during the negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any article except
  - 1) by mutual agreement,
  - 2) as mentioned in Number 4 below, whether contained herein or not, during the life of this Agreement. This clause does not modify the express intent of Article 25 of this Agreement.
4. For the ~~2010-2013 year~~ 2016-2019 years, each party may open salary, health and welfare benefits, and two items of its own choice.

6. Article 30: Staff Development

- a. The staff development program focus is to be on instructional methods, teaching strategies, and classroom management in an attempt to improve pupil performance, conflict resolution, intolerance and hatred prevention, and academic content in the core curriculum areas.
- b. Staff Development days will be equivalent to ~~seven and one quarter~~ 7.25 hours of service.
- c. The District must pre-approve any activities credited for the Staff Development Program.
- d. Professional Development/Teacher Collaboration Time ~~The calendar year shall be 183 days including (14) early release days. At least seven (7) early release days shall be scheduled for teacher collaboration. The remaining days shall be for professional development. a. Collaboration and staff development shall be directed by district and site administrators. Principals shall survey their staff to develop a menu of possible topics for collaboration and staff development. b. Teachers shall submit a collaboration form at the end of each session.~~  
Each Wednesday of the student calendar, all schools will be dismissed one hour earlier than regular dismissal to allow for professional development, data review, and collaborative academic planning for teachers. Each early release work-session shall run

from fifteen (15) minutes after dismissal to the end of the duty day. Early release Wednesdays will be scheduled as follows:

- i. **First Wednesday of the Month** – This Wednesday shall be directed by district level staff for the purposes of professional development, academic planning, and data analysis. If no district level training or discussions are needed, the day will be used for principal directed professional development, data review, or collaboration.
- ii. **Second Wednesday of the Month** – This Wednesday shall be reserved for teacher led collaborative academic planning. Teachers will be free to choose the topics of focus. Work during this time must include all grade level or department members and shall pertain to the academic interests of the students and/or the instructional pedagogy for teachers. To ensure that site administrators can best support the needs of the teachers, minutes shall be taken each meeting and submitted to the site administrator no later than the end of the following day.
- iii. **Third Wednesday of the Month** – This Wednesday shall be reserved for principal directed professional development, data review, or collaboration. If no principal directed training or discussions are needed, the day will be used for teacher-led collaborative academic planning.
- iv. **Fourth Wednesday of the Month** – This Wednesday shall be reserved for teacher led collaborative academic planning. Teachers will be free to choose the topics of focus. Work during this time must include all grade level or department members and shall pertain to the academic interests of the students and/or the instructional pedagogy for teachers. To ensure that site administrators can best support the needs of the teachers, minutes shall be taken each meeting and submitted to the site administrator no later than the end of the following day.
- v. **Fifth Wednesday of the Month** – This Wednesday shall be directed by district level staff for the purposes of professional development, academic planning, and data analysis. If no district level training or discussions are needed, the day will be used for teacher led collaborative academic planning.

7. Article 32: Stipends and Extra Duties (Moved to Article 37)

Stipends

A stipend is a fixed payment to a current employee for services rendered that are usually for a fixed time period.



1. The rate of pay for all certificated stipends shall be agreed upon by R.U.F.T. and R.U.S.D. except for Grant Stipends which are determined by grant specification for duties and pay.
2. A committee composed of no less than three certificated staff members—one staff member will be the RUFT site representative, one staff member will be a teacher and one will be a site administrator—will determine which applicant will fill each stipend position.
3. Certificated stipend positions will be open to all qualified certificated staff and will be posted at each site for 5 days before being filled.
4. A job description shall be created for each district wide and site certificated stipend position.
5. A current list of certificated stipend positions will be posted at each site each fall and spring as appropriate.
6. Certificated stipend positions will be filled for one year or less. The holder of the position may reapply the next year.
7. Positions shall be filled by qualified, certificated staff at the site before being filled by other certificated, classified or general public.
8. Stipends shall be provided for work that is over and above the contracted duty day.
9. Approved stipends are listed in Addendum G.

#### Extra Duty

Extra duty is work required by the district of an hourly nature over and above the regular workday (including but not limited to summer school, intersession, homework club, Saturday school, Step-Up).

1. Rate of pay for extra duty shall be based on the hourly rate of Step One of the teacher salary schedule

#### 8. Article 37: Compensation

##### **Salary Schedules and Remunerations**

For the 17-18 school year, increase the salary schedule (Addendum A) by 1% retroactive to July 1, 2017.

For the 18-19 school year, increase the salary schedule (Addendum A) by 1%.

The District and the Federation mutually agree to discuss the possibility of re-opening negotiations regarding compensation in 2018-19 if average daily attendance and/or the budget forecast significantly improves.

1. For salary schedule, see Addendum A.
2. Units earned after Bachelors Degree (BA/BS) shall be compensated at \$80 per semester unit over 30 units up to 78 units and prorated based on the employee's FTE.
3. A Masters Degree (MA/MS) Stipend shall be compensated at \$750 and prorated based on the employee's FTE.
4. Transportation Allowance – An employee who is required by the Superintendent to use his/her automobile on district business shall be reimbursed for such necessary and appropriate business mileage at the appropriate I.R.S. rate.
5. Stipends – A stipend is a fixed payment to a current employee for services rendered that are usually for a fixed time period.

- a. The rate of pay for all certificated stipends shall be agreed upon by the Federation and the District except for Grant Stipends which are determined by grant specification for duties and pay.
- b. A committee composed of no less than three (3) certificated staff members - one (1) staff member will be the Federation site representative, one (1) staff member will be a teacher and one (1) will be a site administrator - will determine which applicant will fill each stipend position.
- c. Certificated stipend positions will be open to all qualified certificated staff and will be posted at each site for five (5) days before being filled.
- d. A job description shall be created for each district wide and site certificated stipend position.
- e. A current list of certificated stipend positions will be posted at each site each fall and spring as appropriate.
- f. Certificated stipend positions will be filled for one (1) year or less. The holder of the position may reapply the next year.
- g. Positions shall be filled by qualified, certificated staff at the site before being filled by other certificated, classified or general public.
- h. Stipends shall be provided for work that is over and above the contracted duty day.
- i. Approved stipends are listed in Addendum G.

- 6. Extra Duty – Work required by the district of an hourly nature over and above the regular workday (including but not limited to summer school, intersession, homework club, Saturday school, Step-Up).
  - a. Rate of pay for extra duty shall be based on the hourly rate of Step One of the teacher salary schedule

**Fringe Benefits**

- 1. See Addendum B.
- 2. It is agreed that the Board of Trustees is free to select the carrier for the above mentioned insurance and that the coverage for teachers under any new carrier will be equal to the coverage by the policy presently in force.
- 3. Eligibility for family and single coverage will be determined by the carrier company.

**Early Retirement**

Each year the Board of Trustees and ~~R.U.F.T~~ the Federation will review the implementation of a Golden Handshake program.

**Insurance Committee**

An insurance committee, which would include four (4) R.U.F.T the Federation members, shall be assembled upon request of either party for the purpose of reviewing insurance programs.

- 9. Addendum G: Stipends (See attached changes)



## Rescue Union School District Stipends

DRAFT

## Middle School

All amounts are annual unless noted otherwise.

<u>After School Intervention Coordinator</u>	\$	500
ASB Bookkeeper	\$	850
Athletic Director	\$	1,850
<u>CJSF/Honor Society Advisor</u>	\$	400
<del>Obama</del> Climate Committee (OCC)	\$	1,500
Club Advisor	\$	240
Coach - Basketball	\$	1,200 per Team
Coach - Cross Country	\$	1,500 x 2 (3 boys' & 3 girls' teams)
Coach - Track	\$	1,500 x 2 (3 boys' & 3 girls' teams)
Coach - Volleyball	\$	1,200 per Team
Coach - Wrestling	\$	1,200 per Team
GLOBE Coordinator	\$	650
Intramural Coordinator	\$	1,400
Music Director	\$	2,040
PC Pals Coordinator	\$	400
Safety Patrol Advisor	\$	240
SIP Coordinator (By Board Policy) - Level 1	\$	600
SIP Coordinator (By Board Policy) - Level 2	\$	1,200
SST Coordinator	\$	1,800
Student Council Advisor	\$	1,600
Teacher-in-Charge ( <del>2@Elem/1@MS</del> )	\$	300 <u>1 per Middle School</u>
Test Coordinator	\$	240
WEB Advisor	\$	1,500
Yearbook Coordinator	\$	1,200

Elementary School

All amounts are annual unless noted otherwise.

Coach - All Sports	\$	550 per Team
<del>CELDT</del> <u>ELPAC</u> Testing	\$	225 per Tester
Garden Coordinator ( <del>Jackson</del> )	\$	4,000
Health & Fitness Coordinator	\$	550
Literacy Intervention Coordinator	\$	450
Music Coordinator at the Elementary	\$	350 per Trimester
Outdoor Education	\$	75 per Night
PC Pals Coordinator	\$	400
Safety Patrol Advisor	\$	225
SIP Coordinator (By Board Policy) - Level 1	\$	600
SIP Coordinator (By Board Policy) - Level 2	\$	1,200
SST Coordinator - <del>May be part of Counselor job at MS</del>	\$	1,800
Student Council	\$	450
Teacher-in-Charge ( <del>2 per elem school</del> )	\$	250 <u>Each (Two per Elem School)</u>
Test Coordinator	\$	225
Yearbook Coordinator	\$	550

Others

All amounts are annual unless noted otherwise.

PAR Consulting Teacher 1	\$	2,600
PAR Consulting Teacher 2	\$	2,000
PAR Panel	\$	500
PAR Panel Facilitator	\$	750
Peer Educator Advisor	\$	500
<u>Teacher Induction Program (TIP Support Provider)</u>	\$	<u>2,600</u>

**RESCUE UNION SCHOOL DISTRICT**

**AGENDA ITEM:**    **Job Description: Assistant Superintendent of Curriculum and Instruction**

**BACKGROUND:**

The Board approves all job descriptions. The Superintendent is recommending the revision of the job description for the Assistant Superintendent of Curriculum and Instruction to align with current duties and responsibilities of the position.

**STATUS:**

The Board will consider approval of the job description for the Assistant Superintendent of Curriculum and Instruction. The major revisions include responsibilities for the district's Local Control Accountability Plan (LCAP), supervision of Teachers on Special Assignment (TOSA) and Districtwide teaching staff.

**FISCAL IMPACT:**

No impact.

**BOARD GOAL:**

Board Focus Goal IV – STAFF NEEDS:

Attract, retain and support diverse staff of knowledgeable, skilled dedicated employees committed to providing and supporting quality education.

**RECOMMENDATION:**

Board approves the job description.

## RESCUE UNION SCHOOL DISTRICT

**JOB TITLE:** Assistant Superintendent of Curriculum and Instruction

**CLASSIFICATION:** Administration

**JOB SUMMARY:**

Under the direction and supervision of the Superintendent, the Assistant Superintendent of Curriculum and Instruction directs the District's instructional programs at the TK-8 level, and provides leadership in the ongoing development and improvement of curriculum in the district, assists in the planning, organization, support and evaluation of the curricular and assessment programs of the district, works collaboratively with other administrators to develop processes and products that successfully support and advance education programs.

**EXAMPLES OF DUTIES:**

As assessed by the Superintendent, the duties of the Assistant Superintendent of Curriculum and Instruction's job performance will be as follows:

Organize and provide effective Professional Staff Development activities for all staff which incorporates the District's mission and the Board's goals

Provide subject matter and cross-curricular classroom support

Facilitate the implementation of innovative instructional initiatives and teacher collaboration

Plan, develop, implement, align and evaluate instructional programs, including strategic plan goals, learning objectives, instructional strategies, intervention services and assessment techniques

Oversee and supervise the Technology Department and assist with the integration of technology in teaching and learning

Supervise Teacher on Special Assignment (TOSA) staff and Districtwide teaching staff

Coordinate the development and administration of the District assessment system

Administer the curriculum and instruction budget and ensure that programs are cost effective and funds are managed prudently

Monitor current, professional research and disseminate ideas and information to staff

Provide parent education on topics related to teaching and learning

Attend board meetings and prepare periodic presentations

Complete State and Federal compliance reports: School Accountability Report Card (SARC), Consolidated Application and Reporting System (CARS), and Title I

Work with the administrative team to develop the Local Control Accountability Plan (LCAP), including data collection and reports associated with the Annual Update, stakeholder engagement, and the development of goals, actions, and expenditures

Coordinate the process of textbook and instructional material selection for adoption into TK-8 instructional programs and oversee its distribution in accordance with the Williams Act

Serve as liaison between the County Office of Education and other agencies on matters pertaining to TK-8 education

Collect, manage and utilize data in support of District goals

Observe and monitor the instructional program by regular visits to the schools and by conferring with principals and teachers

Accomplish other duties as assigned

### **EMPLOYMENT STANDARDS:**

Proactive and collaborative team member; strong inter-personal skills; problem solver, uses data to support decision-making; demonstrates strong instructional leadership and management skills; understands, communicates, and facilitates current best practices in curriculum, instruction, assessment, and intervention; exhibits sound judgment in developing and monitoring department budgets; understands and values the diverse backgrounds of all students and learning styles; values diversity of teaching styles and promotes collaboration among staff; effective planning, organization, and delegation; works collaboratively, with teaching teams, in the development and implementation of effective instructional programs; ability to facilitate communication and agreement between key stakeholders; possesses strong written and verbal communication skills, including the ability to present publicly; experience using technology in the classroom to support all levels of learning

Training and Experience: Required: Bachelor's Degree or equivalent; CTC Administrative Services Credential (certificated salary placement); five or more years of successful experience in teaching at the elementary or secondary level; elementary and/or secondary principal experience or equivalent leadership experience. Preferred: Master's Degree; three to five years in Curriculum Development or a related area; experience in management and development of curricular and instructional programs at the elementary and secondary level; experience in providing and planning professional development.

Skills, Knowledge and/or Abilities: Knowledge of State and Federal laws, regulations and codes related to school district employment; skills to manage personnel programs, communicate effectively, and problem solve; Knowledge of personnel, education code, and district policies; ability to provide direction to others and make independent judgments; ability to meet deadlines, maintain accurate records, and maintain cooperative working relationships; knowledge of principles and practices of supervision and training; ability to analyze and interpret financial and operational data to recommend more effective and efficient practices; ability to develop and implement policies and procedures.

Physical Effort/Working Environment: Position requires normal physical strength and endurance for standing, sitting, bending, or walking. Work assignments are normally located in a work environment with light physical work and require light physical effort. Lifting 25 lbs. maximum or carrying any object weighing over 15 lbs.

Licenses and Certificates: A valid Class C California's driver's license, TB test clearance, California Department of Justice fingerprint clearance

DUTY DAYS: 222

BOARD ADOPTED:

**Rescue Union School District**

**AGENDA ITEM: Contract: Assistant Superintendent of Curriculum and Instruction**

**BACKGROUND:**

The Superintendent has the primary responsibility for organizing and establishing administrative and supervisory staff for instructional, business and operational affairs including selection, assignment and transfer of employees subject to approval by the Board.

**STATUS:**

In recognition of the exemplary job performance and evaluation of the Assistant Superintendent of Curriculum and Instruction, the Superintendent is recommending a contract extension of three years. Additionally, the contract has been revised to align with the Assistant Superintendent of Business Services.

**FISCAL IMPACT:**

Fiscal impact will be reflected in the 18-19 and subsequent years budget.

**BOARD GOAL(S):**

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.

**RECOMMENDATION:**

The Board consider approval of the contract for the Assistant Superintendent of Curriculum and Instruction.

EMPLOYMENT CONTRACT BETWEEN  
RESCUE UNION SCHOOL DISTRICT  
AND  
ASSISTANT SUPERINTENDENT, CURRICULUM AND INSTRUCTION

This employment contract (“Contract”) is made and entered into this \_\_\_ day of \_\_\_\_\_, by and between Rescue Union School District, hereinafter “Board” or “District,” and David Lee Scroggins, Jr., hereinafter or “Assistant Superintendent, Curriculum and Instruction” or “Administrator.”

District hereby employs David Lee Scroggins, Jr. as Assistant Superintendent, Curriculum and Instruction of the District, subject to the terms and conditions herein specified and agreed to between the parties.

1. TERM.

- 1.1 In accordance with Education Code sections 45100 et seq. as applicable, District hereby employs Administrator for the current year plus two (2) years, beginning, July 1, 2018, and terminating on June 30, 2021, subject to the terms and conditions of this Contract.
- 1.2 Annually, this Contract may be revised to reflect changes in salary, responsibilities, or other content areas mutually agreed upon by the District and Administrator. The timing of such amendments shall be aligned with Administrator’s evaluation, as found in Section 9 below.
- 1.3 Contingent upon Administrator receiving a satisfactory evaluation pursuant to this Contract; the Contract shall be extended for an additional year, so long as the term of the Contract does not at any time exceed three (3) years. This provision shall apply in each subsequent year of the Contract.

2. DUTIES.

- 2.1 The Assistant Superintendent, Curriculum and Instruction reports to the District’s superintendent (“Superintendent”). The Administrator is expected to be part of an administrative team that will provide the support and leadership necessary to carry out the mission of the District.
- 2.2 Administrator shall perform the duties of the Assistant Superintendent, Curriculum and Instruction as set forth in the **attached job description** marked as Exhibit “A” and made a part of this Contract as if fully set forth herein. Administrator shall execute all powers and duties in accordance with the law, the then current policies adopted by the Board, the rules and regulations of the State Board of Education, and directives of the Superintendent.
- 2.3 Additional duties may be assigned by the Superintendent as needed.

3. WORK YEAR AND DUTY DAYS

- 3.1 Administrator shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this Contract, for a work year of 222 days.
- 3.2 If the Administrator works in excess of 222 days during the fiscal year, with the approval of the Superintendent, the Administrator may elect to carry over such days into the next fiscal year and/or be paid for such days at the Administrator’s then-current daily rate.
- 3.3 The salary rate shall be calculated as the Annual Salary, as defined in section 5.1 herein, as amended from time to time in accordance with the terms of this contract, divided by Two Hundred Twenty-Two (222). If service for the full fiscal year is not performed, Assistant Superintendent,



Curriculum and Instruction shall only receive compensation for that number of days proportional to those served during the fiscal year. If Administrator has taken in excess of that proportion, Administrator shall reimburse the District for the excess days.

#### 4. PROFESSIONAL MEETINGS/ACTIVITIES

The Administrator shall endeavor to maintain and improve his professional competence by maintenance of membership in appropriate professional organizations and attendance at professional meetings and trainings at the local, state, and national level. The District shall reimburse Administrator for membership dues for ACSA. The District will reimburse the Administrator for all reasonable expenses incurred in connection with these memberships and activities as permitted by state law and will count each attendance day as a duty day.

#### 5. SALARY

5.1 Assistant Superintendent, Curriculum and Instruction' salary under this Contract shall be as provided on Step 10 of the Board adopted Certificated Administrator's Salary Schedule ("Salary Schedule"). As of the date hereof, such total salary is One Hundred Thirty-Two Thousand Four-Hundred Twenty and 00/100ths Dollars (\$132,420.00) (as may be adjusted from time to time pursuant to the terms of this Contract, the "Annual Salary").

5.2 The parties hereto agree and acknowledge that Administrator shall advance two (2) steps on the Salary Schedule upon completion of each fiscal year of service, and Administrator's Annual Salary shall be adjusted accordingly. Any adjustment in salary made during the life of this Contract shall be in the form of an amendment or an updated salary schedule, and shall become a part of this Contract. It is provided, however, that by so amending this Contract it shall not be considered that the Board has entered into a new contract with Administrator, nor that the termination date of the existing Contract has been extended.

5.3 Each year the Annual Salary shall be made in twelve (12) monthly payments. When only a portion of any year is served, compensation shall be prorated.

#### 6. OTHER BENEFITS.

6.1 Sick Leave. Assistant Superintendent, Curriculum and Instruction shall be entitled to twelve (12) days of sick leave per annum, which shall be cumulative. Under this Contract, if only a portion of any year is served, sick leave shall be adjusted proportionally.

6.2 Fringe Benefits. Administrator shall be entitled to receive all fringe benefits of employment granted to other classified management employees of the District. Administrator will receive the district classified management health and welfare benefit cap and will pay the difference between the district cap and the cost of insurance premiums to purchase medical, dental, and vision insurance coverage.

6.3 Life Insurance. The District shall provide a term life insurance policy in the amount of One Hundred Thousand and 00/100<sup>ths</sup> Dollars (\$100,000.00) for the Assistant Superintendent, Curriculum and Instruction, beneficiary to be designated by the Administrator.

7. EXPENSES.

7.1 District shall pay or reimburse Administrator for actual and necessary expenses incurred by Administrator in the performance of his duties, as permitted by state law and Board policy.

7.2 Administrator shall receive a stipend for use of his own vehicle for travel within El Dorado County for District-related activities at the rate of Two Thousand Four Hundred and 00/100<sup>ths</sup> Dollars (\$2,400) annually, paid in monthly installments. No reimbursement will be received for travel within El Dorado County. Administrator shall be reimbursed for mileage for travel outside of El Dorado County for District business at the then current District approved rate for employee vehicle use reimbursement.

8. OUTSIDE CONSULTING/SERVICE

Any outside consulting/service performed by Administrator requiring prior Superintendent approval, is subject to provisions of the Education Code and related statutes and shall not interfere with the duties of Employee. Employee may perform such outside consulting/service for pay during the regular business week upon prior approval by Superintendent.

9. EVALUATION

The Superintendent shall evaluate and assess in writing the performance of the Assistant Superintendent, Curriculum and Instruction and the working relationship between the Administrator and the Superintendent at least once a year during the term of this Contract. This evaluation shall be based on the position description and the mutually agreed upon and specified goals and objectives in accordance with the procedures authorized in District policies.

10. TERMINATION OF CONTRACT

10.1 This Contract may be terminated by mutual consent of the parties hereto, provided, however, that the party seeking the termination shall provide no less than sixty (60) days of written notice to the other party.

10.2 The District may release Administrator without cause by giving notice before March 15 of any year, with services to be concluded no later than June 30 of the same year in which the March 15 notice is given. Pursuant to Government Code Section 53260, in no event shall termination result in a payment to Administrator of more than the number of months remaining on the contract, or 18 months, whichever is less.

10.3 Assistant Superintendent, Curriculum and Instruction may terminate Administrator's obligations under this Contract by giving the District at least thirty (30) days written notice in advance.

10.4 In the event Assistant Superintendent, Curriculum and Instruction' employment is terminated for cause, no further payment shall be made to Assistant Superintendent, Curriculum and Instruction under this Contract which shall be deemed terminated.

11. TIME IS OF THE ESSENCE.

Time is of the essence with respect to all provisions in this Contract that specify a time for performance.

12. OTHER LAWS, RULES AND REGULATIONS.

This Contract is subject to all applicable laws of the State of California, and to the lawful rules and regulations of the State Board of Education of California and the Board. Said laws, rules and regulations are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the day and year first above written.

Governing Board, of and on behalf of,  
Rescue Union School District

\_\_\_\_\_  
President

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
David Lee Scroggins, Jr.

Approved on \_\_\_\_\_, in Rescue, California, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest:

\_\_\_\_\_  
Cheryl Olson, Board Secretary

**Rescue Union School District**

**AGENDA ITEM: Contract: Assistant Superintendent of Business Services**

**BACKGROUND:**

The Superintendent has the primary responsibility for organizing and establishing administrative and supervisory staff for instructional, business and operational affairs including selection, assignment and transfer of employees subject to approval by the Board.

**STATUS:**

In recognition of the exemplary job performance and evaluation of the Assistant Superintendent of Business Services, the Superintendent is recommending a contract extension of three years.

**FISCAL IMPACT:**

Fiscal impact will be reflected in the 18-19 and subsequent years budget.

**BOARD GOAL(S):**

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.

**RECOMMENDATION:**

The Board consider approval of the contract for the Assistant Superintendent of Business Services.

EMPLOYMENT CONTRACT BETWEEN  
RESCUE UNION SCHOOL DISTRICT  
AND  
ASSISTANT SUPERINTENDENT, BUSINESS SERVICES (ADMINISTRATOR)

This employment contract ("Contract") is made and entered into this \_\_\_\_ day of \_\_\_\_, by and between Rescue Union School District, hereinafter "Board" or "District," and Sean Martin, hereinafter or "Assistant Superintendent, Business Services" or "Administrator."

District hereby employs Sean Martin as Assistant Superintendent, Business Services of the District, subject to the terms and conditions herein specified and agreed to between the parties.

1. TERM.

- 1.1 In accordance with Education Code sections 45100 et seq. as applicable, District hereby employs Administrator for the remainder of the current year plus two (2) years, beginning, July 1 2018, , and terminating on June 30, 2021, subject to the terms and conditions of this Contract.
- 1.2 Annually, this Contract may be revised to reflect changes in salary, responsibilities, or other content areas mutually agreed upon by the District and Administrator. The timing of such amendments shall be aligned with Administrator's evaluation, as found in Section 9 below.
- 1.3 Contingent upon Administrator receiving a satisfactory evaluation pursuant to this Contract; the Contract shall be extended for an additional year, so long as the term of the Contract does not at any time exceed three (3) years. This provision shall apply in each subsequent year of the Contract.

2. DUTIES.

- 2.1 The Assistant Superintendent, Business Services reports to the District's superintendent ("Superintendent"). The Administrator is expected to be part of an administrative team that will provide the support and leadership necessary to carry out the mission of the District.
- 2.2 Administrator shall perform the duties of the Assistant Superintendent, Business Services as set forth in the attached job description marked as Exhibit "A" and made a part of this Contract as if fully set forth herein. Administrator shall execute all powers and duties in accordance with the law, the then current policies adopted by the Board, the rules and regulations of the State Board of Education, and directives of the Superintendent.
- 2.3 Additional duties may be assigned by the Superintendent as needed.

3. WORK YEAR AND DUTY DAYS

- 3.1 Administrator shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this Contract, for a work year of 222 days.

For the remainder of the 2017-18 fiscal year, District and Administrator agree to a working calendar of 175 days, which will have a prorated salary ( $175/222 = 78.83\%$ ) for the remainder of the fiscal year.

- 3.2 If the Administrator works in excess of 222 days during the fiscal year, with the approval of the Superintendent, the Administrator may elect to carry over such days into the next fiscal year and/or be paid for such days at the Administrator's then-current daily rate.

For the remainder of the 2017-18 fiscal year, District and Administrator agree to a working calendar of 175 days. If Administrator works in excess of 175 days, with the approval of the Superintendent, Administrator may be allowed to carry over such days into the next fiscal year and/or be paid for such days at the Administrator's daily rate.

- 3.3 The salary rate shall be calculated as the Annual Salary, as defined in section 5.1 herein, as amended from time to time in accordance with the terms of this contract, divided by Two Hundred Twenty-Two (222). If service for the full fiscal year is not performed, Assistant Superintendent, Business Services shall only receive compensation for that number of days proportional to those served during the fiscal year. If Administrator has taken in excess of that proportion, Administrator shall reimburse the District for the excess days.

#### 4. PROFESSIONAL MEETINGS/ACTIVITIES

The Administrator shall endeavor to maintain and improve his professional competence by maintenance of membership in appropriate professional organizations and attendance at professional meetings and trainings at the local, state, and national level. The District shall reimburse Administrator for membership dues for ACSA and CASBO. The District will reimburse the Administrator for all reasonable expenses incurred in connection with these memberships and activities as permitted by state law and will count each attendance day as a duty day.

#### 5. SALARY

- 5.1 Assistant Superintendent, Business Services' salary under this Contract shall be as provided on Step 13 of the Board adopted Classified Management Salary Schedule ("Salary Schedule"). As of the date hereof, such total salary is One Hundred Thirty-Nine Thousand Forty-One and 00/100ths Dollars (\$139,041.00) (as may be adjusted from time to time pursuant to the terms of this Contract, the "Annual Salary").

- 5.2 The parties hereto agree and acknowledge that Administrator shall advance one (1) step on the Salary Schedule upon completion of each fiscal year of service, and Administrator's Annual Salary shall be adjusted accordingly. Any adjustment in salary made during the life of this Contract shall be in the form of an amendment or an updated salary schedule, and shall become a part of this Contract. It is provided, however, that by so amending this Contract it shall not be considered that the Board has entered into a new contract with Administrator, nor that the termination date of the existing Contract has been extended.

- 5.3 Each year the Annual Salary shall be made in twelve (12) monthly payments. When only a portion of any year is served, compensation shall be prorated.

#### 6. OTHER BENEFITS.

- 6.1 Sick Leave. Assistant Superintendent, Business Services shall be entitled to twelve (12) days of sick leave per annum, which shall be cumulative. Under this Contract, if only a portion of any year is served, sick leave shall be adjusted proportionally.

- 6.2 Fringe Benefits. Administrator shall be entitled to receive all fringe benefits of employment granted to other classified management employees of the District. Administrator will receive the district classified management health and welfare benefit cap and will pay the difference between the district cap and the cost of insurance premiums to purchase medical, dental, and vision insurance coverage.
- 6.3 Life Insurance. The District shall provide a term life insurance policy in the amount of One Hundred Thousand and 00/100<sup>ths</sup> Dollars (\$100,000.00) for the Assistant Superintendent, Business Services, beneficiary to be designated by the Administrator.

7. EXPENSES.

- 7.1 District shall pay or reimburse Administrator for actual and necessary expenses incurred by Administrator in the performance of his duties, as permitted by state law and Board policy.
- 7.2 Administrator shall receive a stipend for use of his own vehicle for travel within El Dorado County for District-related activities at the rate of Two Thousand Four Hundred and 00/100<sup>ths</sup> Dollars (\$2,400) annually, paid in monthly installments. No reimbursement will be received for travel within El Dorado County. Administrator shall be reimbursed for mileage for travel outside of El Dorado County for District business at the then current District approved rate for employee vehicle use reimbursement.

8. OUTSIDE CONSULTING/SERVICE

Any outside consulting/service performed by Administrator requiring prior Superintendent approval, is subject to provisions of the Education Code and related statutes and shall not interfere with the duties of Employee. Employee may perform such outside consulting/service for pay during the regular business week upon prior approval by Superintendent.

9. EVALUATION

The Superintendent shall evaluate and assess in writing the performance of the Assistant Superintendent, Business Services and the working relationship between the Administrator and the Superintendent at least once a year during the term of this Contract. This evaluation shall be based on the position description and the mutually agreed upon and specified goals and objectives in accordance with the procedures authorized in District policies.

10. TERMINATION OF CONTRACT

- 10.1 This Contract may be terminated by mutual consent of the parties hereto, provided, however, that the party seeking the termination shall provide no less than sixty (60) days of written notice to the other party.
- 10.2 The District may release Administrator without cause by giving notice before March 15 of any year, with services to be concluded no later than June 30 of the same year in which the March 15 notice is given. Pursuant to Government Code Section 53260, in no event shall termination result in a payment to Administrator of more than the number of months remaining on the contract, or 18 months, whichever is less.

- 10.3 Assistant Superintendent, Business Services may terminate Administrator's obligations under this Contract by giving the District at least thirty (30) days written notice in advance.
- 10.4 In the event Assistant Superintendent, Business Services' employment is terminated for cause, no further payment shall be made to Assistant Superintendent, Business Services under this Contract which shall be deemed terminated.

11. TIME IS OF THE ESSENCE.

Time is of the essence with respect to all provisions in this Contract that specify a time for performance.

12. OTHER LAWS, RULES AND REGULATIONS.

This Contract is subject to all applicable laws of the State of California, and to the lawful rules and regulations of the State Board of Education of California and the Board. Said laws, rules and regulations are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the day and year first above written.

Governing Board, of and on behalf of,  
Rescue Union School District

\_\_\_\_\_  
President

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Sean Martin

Approved on \_\_\_\_\_ in Rescue, California, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest:

\_\_\_\_\_  
Cheryl Olson, Board Secretary