

ITEM #: 5
DATE: May 21, 2019

RESCUE UNION SCHOOL DISTRICT

**AGENDA ITEM: RESOLUTION #19-05
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 2019-2020 school year. This Declaration shall remain in force until June 30, 2020.

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 #19-05 Declaration of Need for Fully Qualified Educators for the 2019-2020 school year.



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

Email: credentials@ctc.ca.gov
 Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2019-20
 Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Rescue Union School District District CDS Code: 61978
 Name of County: El Dorado 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 ___/___/___ 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, 2020.

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

<u>Cheryl Olson</u>	<u><i>Cheryl Olson</i></u>	<u>Superintendent</u>
<small>Name</small>	<small>Signature</small>	<small>Title</small>
<u>530-677-0719</u>	<u>530-677-4461</u>	<u>5/6/2019</u>
<small>Fax Number</small>	<small>Telephone Number</small>	<small>Date</small>
<u>2390 Bass Lake Rd. Rescue, CA 95672</u>		
<small>Mailing Address</small>		
<u>colson@rescueusd.org</u>		
<small>EMail Address</small>		

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, 2020.

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

Submitted by Superintendent, Director, or Designee:

Ed Manansala		County Superintendent of Schools
Name	Signature	Title
530.642.1832		532.295.2229
Fax Number	Telephone Number	Date
El Dorado County Office of Education 6767 Green Valley Rd. Placerville, CA 95667		
Mailing Address		
emanansala@edcoe.org		
EMail Address		

► *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.

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

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	10
Special Education	7
TOTAL	20

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 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, Humboldt

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

**RESCUE UNION SCHOOL DISTRICT
RESOLUTION NO. 19-05**

**RESOLUTION TO APPROVE:
DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS
EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020**

WHEREAS, the Governing Board of the Rescue Union School District has determined that based on the needs and projections of enrollment for 2019-2020 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 2019-2020 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 21, 2019, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

President of the Board

Clerk of the Board

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Resolution Number 19-06
Resolution of Intention to Eliminate/Reduce Classified Positions

BACKGROUND:

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

STATUS:

Education Code 45117(a) and (b) requires notice to be given to affected employees a minimum of 60 days prior to the effective date of the lay-off. The District is proposing the elimination or reduction in days of the following positions for 2019-2020.

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:

<u>Position(s)</u>	<u>Reduction/Elimination</u>
Instructional Assistant, Specialized Health Care (PO# 120022)	2 hours/day, 193 days/year
Instructional Assistant, Special Day Class (PO# 100001 – Currently Vacant)	6 hours/day, 193 days/year

FISCAL IMPACT:

This reduction will be reflected in the 2019-2020 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. 19-06 to eliminate/reduce classified positions, including transmittal of appropriate notices to affected employee(s), if any, pursuant to Education Code sections 45114, 45115, 45117, 45298 and 45308.

RESCUE UNION SCHOOL DISTRICT

*Resolution of Intention to Eliminate/Reduce Classified Positions
Effective July 26, 2019*

Resolution #19-06

WHEREAS, due to the lack of work and/or lack of funds, the Governing Board hereby finds that it is in the best interest of the Rescue Union School District ("District"), to reduce or eliminate the following position(s):

NOW, THEREFORE, BE IT RESOLVED that the following classified position shall be eliminated effective July 26, 2019:

<u>Classification</u>	<u>Position(s)</u>	<u>Reduction</u>
Instructional Assistant, Specialized Health Care (PO# 120022)	1	2 hours/day, 193 days/year
Instructional Assistant, Special Day Class (PO# 100001 – Currently Vacant)	1	6 hours/day, 193 days/year

BE IT FURTHER RESOLVED THAT the Superintendent or her designated representative is directed by the Governing Board to:

1. Give notice of layoff to the affected classified employees if any, pursuant to District rules and regulations as well as the applicable provisions of the Education Code of the State of California, which shall include their re-employment and displacement rights, if any, no later than sixty (60) days prior to the effective date of layoff as set forth above.

PASSED AND ADOPTED at the regular meeting of the Governing Board held on May 21, 2019 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

President, Board of Education

I hereby certify that the foregoing is a true and correct copy of a Resolution of the Governing Board of the Rescue Union School District of El Dorado County, California, adopted by said Governing Board at its meeting on May 21, 2019.

Clerk/Secretary, Board of Education

ITEM#: 7
DATE: May 21, 2019

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: **AB1200 Disclosure-Certificated Employees (RUFT)**
Tentative Agreement for 2019-20;
Tentative Agreement for Compensation in 2020-21; and
MOU RE: Savings from Change of Medical Broker Related to Opt
Out Ability

BACKGROUND:

This public disclosure is required for all negotiations agreements entered into by the district under Government Code Section 3547.5.

STATUS:

This document includes all known changes in costs based on current assignment and staffing for **Certificated Employees (RUFT)** for the 2019-20 fiscal year. The District and **Certificated Employees (RUFT)** have agreed to a 1.0% increase on the salary schedule effective July 1, 2019. In addition, certificated staff will receive 1.0% on the salary schedule in 2020-21.

FISCAL IMPACT:

This amount will be incorporated into the Fiscal Year 2019-20 and subsequent year's 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.

RECOMMENDATION:

District staff recommends the Board of Trustees approve the Tentative Agreement with the **Certificated Employees (RUFT)** of the Rescue Union School District, MOU, and the AB1200 Disclosure.

RUFT/RUSD Tentative Agreement
RUFT Signature 
RUSD Signature 
Date: April 12, 2019

TENTATIVE AGREEMENT
Between the
RESCUE UNION SCHOOL DISTRICT
and the

RESCUE UNION FEDERATION OF TEACHERS

April 12, 2019



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

1. ARTICLE 1: RECOGNITION

1. The Board of Trustees recognizes the Rescue Union Federation of Teachers, Local 3581, CFT/AFT, AFL-CIO, as the exclusive bargaining representative of the certificated employees, listed below, in the school district known and designated as the Rescue Union School District. Teachers in this Agreement are defined as the Rescue Union Federation of Teachers, Local 3581, CFT/AFT, AFL-CIO.
2. As defined, this shall include: All full or part-time positions requiring a teaching credential, but not limited to, classroom teachers, RSP teachers, Title I teachers, librarians, nurses, special education teachers, and all employees in the above positions currently on RUSD District approved leaves.
3. Shall exclude: Any position requiring an administrative credential and substitutes, including, but not limited to, District Superintendent, Assistant Superintendents, Principals, Vice-Principals, Dean of Students, and District Psychologist.

2. ARTICLE 4: ORGANIZATIONAL SECURITY

The Federation President shall be granted .20 release time. The president will continue to be paid, by the District, at his/her current rate. ~~RUFT~~ The Federation shall share equally the cost of release time with the District based on the average salary of all new hires, including the cost of statutory benefits.

3. ARTICLE 5: DUES DEDUCTION

1. Membership in the Federation is not compulsory. An employee may join the Federation and maintain membership consistent with the constitution and by-laws of the Federation. No employee will be denied membership because of race, color, creed or sex.
2. The employer agrees to deduct the amount of dues certified by the Federation as the amount uniformly required of all members and pay the amount so deducted to the Federation.
3. All the funds collected by the County Office as a result of dues deductions shall be remitted

promptly to the appropriate financial officer designated by the Federation no later than the 15th of each month.

4. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations or any other plans or programs jointly approved by the Federation and the Board.

5. The District will deduct from the pay of Federation members and pay to the Federation, the normal and regular monthly Federation membership dues as voluntarily authorized in writing by the employee subject to the following conditions:

- a. Such deduction shall be made only upon written request by the employee to the Federation and then written request by the Federation to the County Office of Education.
- b. The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission
- c. 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.

6. Unit members who are not members of the federation, as a condition of employment, shall pay to the Federation a fair share (agency) fee. The Federation shall set the fee in accordance with state and federal law.

7. Agency fees may be deducted from the unit members' payroll warrants or be paid in a lump sum per annum within thirty (30) days of the ratification of this agreement or, in the case of those who become unit members after the ratification of this article, within thirty (30) days of the first paid service as a unit member. The Federation may notify the District if a fair share fee payer is delinquent in direct payment to the Federation, and the District shall begin automatic payroll deduction of the service fee for the remainder of the contract.

8. The Federation agrees to indemnify the District and hold it harmless against any court action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation, and to pay any judgment or settlement liability arising out of such challenge.

~~9. Agency fees may be deducted from the unit members' payroll warrants or be paid in a lump sum per annum within thirty (30) days of the ratification of this agreement or, in the case of those who become unit members after the ratification of this article, within thirty (30) days of the first paid service as a unit member. The Federation may notify the District if a fair share fee payer is delinquent in direct payment to the Federation, and the District shall begin automatic payroll deduction of the service fee for the remainder of the contract.~~ 1 J. ~~(what is this?)~~ The Federation agrees to indemnify the District and hold it harmless against any court action

~~challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation, and to pay any judgment or settlement liability arising out of such challenge.~~

9.10. Committee on Political Education (COPE): The district will deduct from the unit member's payroll warrants and pay to the Federation Treasurer an amount specified in writing by unit members who voluntarily authorize contributions to COPE. These transactions shall occur monthly and shall be accompanied by a list of the unit members for whom such deductions have been made and the amount deducted for each unit member.

Contributions shall continue until such time that the unit member withdraws authorization in writing to the Federation.

4. ARTICLE 6: GRIEVANCE PROCEDURE - BINDING ARBITRATION WITH INTEREST BASED OPTION

1. Purpose

The purpose of this grievance procedure is to process a claim of grievance and to secure, at the administrative level closest to the grievant, solutions to problems that may from time to time arise under this Agreement. This grievance procedure shall not be construed as in any way hindering, discouraging, or denying settlement of grievances or problems within the normal administrative channels of the District.

2. Definitions

- a. A "grievance" is a claim by one or more named unit members or the Federation of an alleged violation, misinterpretation or misapplication of a provision of this agreement that directly affects the grieving unit member or group of grieving unit members or the Federation.
- b. A "working day" is any day in which the central administrative offices of the School District are open for business.
- c. A "grievant" is a named person or persons, or the Federation, asserting a grievance.
- d. A "party of interest" is the person or persons making the claim of grievance and any person who might be required to take action or against whom action might be taken to resolve the grievance.
- e. A "unit member" is a certificated member in the bargaining unit.

3. General Provisions

No grievance shall be recognized unless it shall have been presented at the appropriate level within twenty (20) working days after the grievant knew or should have known of the act or condition and its aggrieving nature.

If the District or any of its designees do not respond in a timely manner at any level, the grievant or the Federation may move to the next level. A decision rendered at any level shall be considered final unless an appeal by the grievant or the Federation is registered within the time limits specified.

Time allowances set forth at each level may be extended by mutual written consent of the grievant and the District. Should the processing of any grievance require that a unit member be released from his/her regular assignment, he/she shall be released without loss of pay or benefits within the limitations expressed within this article.

No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control that is relevant to the issues raised by the grievance.

A grievant may be represented by the Federation at any level of the grievance procedure. No party shall be required to discuss any grievance if his/her representative is not present.

A grievant may pursue the grievance process independent of the Federation up to, but not including, arbitration. However, the Federation will be kept informed as to the progress of the grievance by the grievant and the District.

4. Grievance Form

All formal grievances shall be filed on a district grievance form which shall be designed and agreed upon by the District and the Federation.

5. Grievances Filed by the Federation

The Federation may also file grievances concerning matters pertinent only to Federation rights and privileges granted by this Agreement. Such grievances shall be filed at the level of the superintendent, or his/her designee.

6. Informal Track

The purpose of this level shall be to quickly resolve the specific allegation(s), issue(s), or problems(s) as framed by the grievant at the site or lowest possible level. The grievant and principal or unit administrator should meet to attempt to resolve the grievance prior to the filing of a grievance. The Federation may be included as grievance representative. These parties are encouraged to work out a solution that is consistent with this agreement. However, nothing shall preclude the filing of a formal written grievance prior to, or during, this informal process.

a. The intent of the meeting is to focus on a solution. The parties shall attempt to define the issue, discuss interests, explore options, and if possible, agree to an outcome. Upon request, the solution, if any, will be reduced to writing.

b. Solutions that require implementation beyond the school site or unit level shall first be reviewed for implementation by the appropriate district-level administrator. If the grievance can only be remedied by the office of the superintendent, then a grievance may begin with an informal district level grievance. If the informal district level grievance is not resolved, a formal district level grievance may be presented directly to the office of the superintendent. Solutions that do not require review and are accepted will be implemented by the principal or unit administrator.

If the problem is not resolved informally, the matter will be referred to the RUFT Federation

Executive Board by the grievance officers who may choose to file a formal grievance. If filed, the grievant must submit the grievance to the principal or unit administrator on grievance forms within twenty (20) working days of the event giving rise to the grievance.

7. Formal Track

Site Level

If a formal grievance has been filed within twenty (20) days of the occurrence of the event giving rise to the grievance, the grievant may:

- a. discuss the grievance personally, or
- b. request that a designated grievance representative accompany the grievant to the meeting to discuss the grievance. The intent of the meeting is to focus on a solution to the specific allegation(s), issue(s) or problem(s). The parties shall attempt to define the issue, discuss interests, explore options, and, if possible, agree to an outcome. This meeting shall be held within five (5) working days after filing the written formal grievance.

The written grievance shall include:

- a. a listing of the specific article or section of the Agreement alleged to have been violated;
- b. a description of the specific grounds of the grievance including names, dates, and places, necessary for an understanding of the grievance;
- c. a listing of specific actions requested of the principal or unit administrator which will remedy the grievance.

Within five (5) working days following the meeting to discuss the formal grievance, the principal or unit administrator shall render the decision and the reasons therefore, in writing, to the grievant and to the Federation. Information copies of the decision at this level shall be sent to the superintendent or to the superintendent's designee. Solutions that require implementation beyond the school site or unit level shall first be reviewed for implementation by the appropriate district-level administrator. If the grievance can only be remedied by the office of the superintendent, then a grievance may begin with an informal district level grievance. If the informal district level grievance is not resolved, a formal district level grievance may be presented directly to the office of the superintendent. Solutions that do not require review and are accepted will be implemented by the principal or unit administrator.

If resolution is reached, all parties will sign off all grievance documents.

District Level

If the grievant and/or the Federation is not satisfied with disposition of the grievance at the site level, the Federation may file a request for a district level meeting within ten (10) working days of the receipt of the site level decision. Grievant not complying with the above time constraints for filing at district level will be deemed to have waived their rights to a district level meeting. The party filing for a district level meeting will forward the written grievance and the site level decision to the office of the Superintendent. The written grievance should include:

- a. A listing of the specific article or section of the Agreement alleged to have been violated;

- b. A description of the specific grounds of the grievance, including names, dates, and places, necessary for an understanding of the grievance;
- c. A listing of specific actions requested of the school district that will remedy the grievance. A letter of appeal shall be considered a formal request for a meeting and a written decision by the Superintendent or his/her designee. The meeting shall be held within five (5) working days from the receipt of the grievance by the superintendent's office.

The Superintendent's office shall respond to the grievance within five (5) days of the meeting.

If resolution is reached, all parties will sign off all grievance documents.

Mediation Level

If the grievant and/or Federation is not satisfied with the disposition of the grievance at the district level, the Federation may appeal to a mediator within ten (10) days. The parties understand that mutual agreements secured at this level are precedent setting unless the parties stipulate otherwise.

By mutual agreement the parties may go directly from the district level to arbitration. Immediately upon receipt of the mediation request, the District shall contact the California State Mediation and Conciliation Service and request the assignment of a mediator. Parties agree to accept the first mediator available in order to avoid delays in the resolution process, unless extended by mutual agreement of the parties.

No party shall purposely withhold information at this level but shall disclose all information relevant to the grievance for consideration by the other party.

Mediation Procedures

The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross-examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. All persons involved in the events giving rise to the grievance should be encouraged to participate fully in the proceedings, both by stating their views and by asking questions of other participants at the mediation meeting.

The primary effort of the mediator shall be to assist the parties in settling the stated grievance in a mutually satisfactory fashion. In attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with the mediation process, including private conferences with only one party. No offers or concessions made by the parties or the mediator during mediation can be used against a party during arbitration.

Neither attorneys nor court reporters or any other type of note taker shall be allowed to be present at the proceedings.

If the parties agree to be bound by the mediator's recommendation, the subsequent agreement

shall be reduced to writing and signed by the parties.

Arbitration Level

If the grievant is not satisfied with the disposition of the grievance at the mediation level, the Federation may request, in writing, within ten (10) days a hearing before an arbitrator.

If the Federation should decline to request arbitration a grievant may request a hearing before the Board of Trustees within the ten (10) day time period. Such written request shall be filed in the office of the superintendent as per guidelines above.

Selection of Arbitrator

When arbitration has been requested, the parties shall contact the California State Mediation and Conciliation Services for a list of seven (7) arbitrators. The Federation and the representative from the office of the superintendent shall alternately strike names from such list until only one (1) name remains.

Cost of Arbitration

Each party shall bear the full cost of its representation in arbitration. The arbitrator's fees and charges shall be divided equally between the Federation and the District. A certified court reporter may be employed to record verbatim the entire arbitration hearing if requested by either the grievant or the District. In any case in which a court reporter is involved, the parties shall share equally the cost of such reporter, including per diem, mileage, and other out-of-pocket expenses. If the arbitrator requests a court reporter, the parties shall likewise share equally the cost of such reporter. The cost of transcripts shall be borne by the party ordering such transcripts.

Function of Arbitration

The function of arbitration shall be:

- a) a. to hold a hearing concerning the grievance, and
- b) b. to render an award within thirty (30) days after the close of the hearing.

Hearings

Once the arbitrator has been selected, hearings shall commence and be held at the convenience of the arbitrator.

Limitations

Neither the District nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator that was not previously disclosed to the other party. The arbitrator shall consider only those issues that have been properly carried through prior steps as required by the provisions of this grievance procedure. The arbitrator shall not render any award that conflicts with or alters this Agreement. It is understood, however, that the arbitrator shall interpret the Agreement in accordance with acceptable rules of contract construction.

8. Decision

The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper and within the laws of the State of California. This decision of the arbitrator will be binding upon both parties

5. ARTICLE 7: TRANSFERS AND REASSIGNMENTS

1. Definitions

- a. Transfer: the movement of an employee from one site to another site.
 - i. 1. Voluntary Transfer (employee initiated)
 - ii. 2. Involuntary Transfer (district initiated)

- b. Reassignment: the movement of an employee within a school from one grade level, subject, program area, to another grade level, and subject, program area.
 - i. 1. Voluntary Reassignment
 - ii. 2. Involuntary Reassignment

- c. Displacement: transfer to another site based upon a reduction in teaching staff.

- d. Vacancy: an unfilled certificated position.

- 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.~~1. The date of written offer of employment extended by the district, and then
 - ~~ii.~~2. The date of certificated employment began in the district, and then
 - ~~iii.~~3. Credentialing requirements, and then
 - ~~iv.~~4. A lottery system-numbers will be drawn by a designee from the Federation and the District.

- f. Posting: advertising of a known vacancy to unit members.

2. Posting Procedures:

- a. An employee may, at any time, submit a request in writing for a reassignment or transfer, even if no opening is currently available. The request will be kept on file for the current school year.

- b. Employees are strongly encouraged to apply for a transfer or reassignment for any position in which they are interested or may be interested in obtaining.

- c. The District will acknowledge, in writing, the receipt of a written request for transfer or reassignment.

- d. By the last teacher workday, the District shall have posted, at the District Office and at each school site, all unit vacancies. All postings will be sent to unit members who have a written request on file with the District Office.

- e. New teachers hired by ~~RUSD~~ the District to fill unposted vacancies will be assigned to a position only until the end of the school year.
- f. In filling posted vacancies, the following priorities will prevail:
 - i. 1. Employees requesting voluntary reassignment or employees reassigned from grade level, subject area, or program at the same site as the vacancy.
 - ii. 2. Involuntary reassignment at the same site.
 - iii. 3. Employees requesting voluntary transfer, employees returning from leave, or employees displaced from their site.
 - iv. 4. Involuntary transfer.
 - v. 5. Temporary employees with rehire rights.

3. Reassignment Procedures:

- a. Voluntary reassignment:
 - i. 1. It will be the off duty employee's responsibility to contact the District Office or the site administrator to find out about site vacancies.
 - ii. 2. If more than one employee applies for a vacancy and they have essentially equal qualifications, the most senior employee shall be granted the position, unless senior teacher does not have rights to the percentage required by the position. The qualifications for considerations are:
 - Credential requirements
 - Academic preparation and experience
 - Satisfactory Evaluations
 - Years of service
 - Employee's preference
 - iii. 3. All positions posted at a site and unfilled by the reassignment process shall be posted for district wide transfers.
 - iv. 4. The District shall give employees denied a reassignment a written explanation for the denial within ten (10) working days.
- b. Involuntary reassignment:
 - i. 1. It is the intention of the District to minimize disruption of existing staff positions caused by involuntary reassignments.
 - ii. 2. An involuntary reassignment shall take place only after a meeting between the employee being considered for the reassignment and his/her principal or immediate supervisor.
 - iii. 3. An employee being involuntarily reassigned shall receive written reasons for such action within ten (10) working days.
 - iv. 4. Employees who are involuntarily reassigned have the right to a review of the action by the superintendent.
 - v. 5. An involuntary reassignment shall be based upon program needs as the primary consideration. Other criteria may include, but are not limited to the following:
 - ~~1.~~ a. Appropriate credential
 - ~~2.~~ b. Academic preparation and experience
 - ~~3.~~ c. Prior evaluations

- vi. 6. Involuntary reassignments shall not be made on an arbitrary, capricious, or punitive basis. The decision to reassign employees shall be based purely upon professional reasons deemed necessary to maintain and/or enhance educational programs.
- vii. 7. When an employee is involuntarily reassigned, the district shall provide assistance to the employee by moving his/her personal classroom materials and instructional equipment to the new classroom.
- viii. 8. When an employee is directed to change rooms as the result of an involuntary reassignment, one day of release time may be taken, at the employee's discretion.

4. Transfer Procedures:

a. Voluntary transfers:

- i. 1. Employees interested in transferring shall file a written request with the District Office during the three (3) day posting period, unless a current request is on file with the District.
- ii. 2. No current employee will be required to go through an interview process for a transfer. The employee requesting a transfer is encouraged to visit the site and meet with the staff.
- iii. 3. An employee requesting a voluntary transfer or responding to a posting may be assigned to the requested position based upon the following factors:
 1. Unit member's area of credential
 2. Applicable state and federal laws
- iv. 4. If more than one employee applies for a vacancy and they have essentially equal qualifications, the most senior employee shall be granted the position. The qualifications are listed in Article VII.3.a.2ii.
- v. 5. Upon approval of a voluntary transfer, the transferee shall become a member of the new school site at the close of the new site's school year.
- vi. 6. The District shall give employees denied a transfer a written explanation for the denial within ten (10) working days.

b. Involuntary transfer:

- i. 1. It is the intention of the District to minimize disruption of existing staff positions caused by involuntary transfers.
- ii. 2. An involuntary transfer shall take place only after a meeting between the employee being considered for transfer and his/her principal or immediate supervisor.
- iii. 3. An employee being involuntarily transferred shall receive written reasons for such transfer with ten (10) working days.
- iv. 4. Employees who are involuntarily transferred have the right to a review of the action by the superintendent.
- v. 5. An involuntary transfer shall be based upon program needs as the primary consideration. Other criteria may include, but are not limited to the following:
 - 1a. Appropriate credential
 - 2b. Academic preparation and experience
 - 3c. Prior evaluations
- vi. 6. Involuntary transfers shall not be made on an arbitrary, capricious, or punitive basis. The decision to transfer employees shall be based purely

upon professional reasons deemed necessary to maintain and/or enhance educational programs.

- vii. 7. When an employee is involuntarily transferred, the District shall provide assistance to the employee by moving his/her personal classroom materials and instructional equipment to the new site.
- viii. 8. When an employee is involuntarily transferred, one day of release time may be taken, at the employee's discretion.

5. Displacement:

- a. If a site has a change in enrollment; employees with the least seniority will be transferred first unless a more senior employee volunteers to transfer.
- b. When an employee is displaced, one day of release time may be taken, at the employee's discretion.

6. Current Year Vacancies:

- a. When a vacancy occurs during the current school year, the District may fill the vacancy by making a reassignment or transfer or by hiring from a pool of qualified applicants.

7. Program Relocation:

- a. If a special program (including, but limited to Miller-Unruh, Title 1, and Special Day Class) is relocated, the employee shall have the option of moving with the program or grade level. Should more teachers be needed to fill openings, transfer language (Article 7 Sections 2.d and Section 4) will apply.

8. Opening a New School

- a. When a new school opens or the configuration at an existing school changes due to movement of a grade level or changes in enrollment, the district will post all known vacancies/positions that will be created or moved.
- b. All teachers currently in the assigned grade levels or departments which will be moving will be given right of first refusal.
- c. All teachers who are interested in the positions may apply.
- d. Any vacancies will be filled according to the transfer section of this contract:
 - i. 1. Appropriate credential
 - ii. 2. Academic preparation

9. Shared Contract:

- a. District seniority will determine which employee has priority when a shared contract is terminated. The other employee will be given the same consideration as a voluntary transfer.

10. Room Change:

- a. Involuntary room changes shall not be made on an arbitrary, capricious, or punitive basis. The decision to assign an employee to a different room shall be based purely upon professional reasons deemed necessary to maintain and/or enhance educational programs.
- b. An assignment to another classroom shall take place only after a meeting between the employee being considered for room change and his/her principal or immediate supervisor.
- c. An employee being involuntarily assigned to another classroom shall receive written reasons for such assignment within ten (10) working days.
- d. When an employee is directed to change classrooms, the district shall provide assistance to the employee by moving his/her personal classroom materials and instructional equipment to the new classroom.
- e. When an employee is directed to change rooms, one day of release time may be taken, at the employee's discretion.

11. Senior Teacher Accepting a Multi-Graded Class

- a. If a teacher agrees to leave his/her current assignment to accept a multi-graded class for one year, for the good of the students and the District, this agreement will not create a vacancy.
- b. The District will not post the position that the teacher is volunteering to leave.
- c. The teacher accepting the multi-graded classroom shall have the right to return to his/her previous position after one year.

Should the multi-grade class become a single-grade class before the school year begins, the teacher who accepted the multi-grade class shall have the right to return to his/her previous position immediately. Should the multi-grade class become a single-grade class after the start of the school year, the teacher who accepted the multi-grade class shall return to his/her previous position the following school year.

6. ARTICLE 8: EVALUATION PROCEDURES

- 1. Each unit member shall complete the current objective/evaluation document as per timelines specified by the Contract. The Objective/Evaluation document is subject to annual review.
 - a. Addendum C-1 shall be utilized for evaluation of School Nurses.
- 2. Unit member evaluation procedures are recognized to be a cooperative effort between the unit member and his/her immediate supervisor with the express purpose of achieving excellence in the area of effective and purposeful classroom instruction.

3. To achieve the maximum benefits for which the unit member evaluation procedures exist:
 - a. Supervisors shall use the observation forms mutually agreed upon by ~~R.U.F.T.~~ the Federation and ~~R.U.S.D.~~ the District. A pre and post conference shall be held to discuss each written observation.
 - b. All evaluations will be completed on the agreed upon evaluation forms.
 - c. The Peer Assistance and Review process shall be invoked when appropriate.
 - d. If the PAR process is unsuccessful, it shall be the responsibility of the supervisor or principal to provide ninety (90) days written notice to the unit member to improve deficiencies.
 - e. The intercommunications system shall not be used for observation or evaluation of unit members.
 - f. Procedural matters relating to evaluation shall be subject to the grievance procedure contained in Article ~~46~~ 6 of this agreement.

4. An evaluator's judgments and recommendations contained in classroom observation reports and evaluation appraisals shall not be subject to the grievance procedure contained in Article ~~46~~ 6 of this agreement.

5. The following procedures for unit member evaluation shall be utilized:

By 4th Friday after the start of school

- a. Orientation materials related to evaluation procedures will be provided to all unit members.

By 6th Friday after the start of school

- b. Unit members shall provide to their evaluator a complete list of proposed objectives and measurement activities related thereto on the agreed upon forms.

By 8th Friday after the start of school

- c. The evaluator shall determine and shall transmit to the unit member a complete listing of actual objectives and measurement activities related thereto, which will be incorporated in the "Stull" evaluation that the evaluator will prepare for the unit member. The objectives and related measurement activities referred to herein shall be within the scope of the unit member's job description prescribed by the District.

By ~~1st Friday of February~~ 1st

- d. ~~By the first Friday in February~~ 1st, the evaluator shall be provided with a completed form two (2) containing supportive evidence of the progress being made toward the achievement of the objectives prescribed in Item 5.c., above.

By 15th of March

- e. The evaluator shall conduct such classroom observations, and gather such data on unit member performance as the evaluator believes to be related to the actual objectives and measurement activities described in Item 5.c. above and other criteria for unit member evaluation and appraisal that are established by the District prior to March 15th. Subsequent classroom observations and data gathering may continue beyond the March 15th date at the discretion of the evaluator. If the previous observation is negative in

nature the unit member being evaluated may request and will be granted one (1) additional observation, according to the schedule as provided above.

March 15th, 1st and 2nd year probationary unit members shall be given notice if reemployment is not planned.

- f. Within ten (10) working days after a request, or upon the evaluator's own motion, a unit member shall be provided with a written statement regarding instructional observations which have been conducted. Such written statements shall contain a summary of the instructional activities observed, and suggestions being made by the observer for possible improvement by the unit member.

On or before 30 days prior to the end of the instructional year

- g. The evaluator shall prepare a written evaluation of the unit member's performance on the District evaluation form. The evaluation will be discussed with the unit member in an evaluation report conference. The unit member's signature does not mean agreement with the evaluation. The unit member may submit a written reaction or response to the evaluation and any such response shall be attached to the evaluation and placed in the unit member's permanent personnel file. Permanent unit members shall be evaluated at least once every other year; probationary unit members shall be evaluated at least once a year.

6. Permanent employees, who are highly qualified, and who have taught in the district for at least ten years, and who have received evaluations that meet or exceed standards, may agree to be evaluated every five years. Employees or employer may withdraw consent at any time.

7. Permanent unit members who will not be reemployed for the following school year shall be notified on or before ~~May~~ March 15th.

7. ARTICLE 9: UNIT MEMBER FILES

1. The District shall maintain only one personnel file for each certificated unit member. Only materials in this file shall be used in any disciplinary or dismissal proceeding.

2. If derogatory materials are deemed serious enough for further action (e.g. placement in personnel file, disciplinary or dismissal proceedings), the following procedures shall be utilized:

- a. The material shall be submitted to the appropriate site administrator for review. ~~He/She~~ The administrator shall send a copy of the derogatory material to the unit member within two (2) days of the receipt of the materials.
- b. The unit member may request a meeting with the site administrator to review the material and establish whether or not a factual basis for the material exists. The unit member may have a representative at this meeting.
- c. If any derogatory material is placed in the file, factual substantiation of that material must be included, and the unit member shall be notified of the intended entry by certified mail or hand delivery. After receiving copies of the notice and the intended

entry, the unit member shall have the right to respond within fifteen (15) working days. The response shall be attached to the material and placed in the unit member's personnel file. If no response is received, the material will be placed in the unit member's personnel file upon expiration of the fifteen (15) ~~15~~ day period.

3. A unit member shall be permitted to place in his/her file any material that he/she feels is pertinent to his/her professional career, performance, and qualifications.
4. Upon request, a unit member shall have the right to see and reproduce all documents not prohibited by statute in his/her personnel file. A copy of materials used by the District in any disciplinary, dismissal or grievance proceedings will be provided at no cost. A unit member may, upon his/her written authorization, designate a representative to review the file in the presence or the absence of the unit member.
5. All reviews shall be done in the presence of a management unit member or designee who shall be positioned in a manner ensuring confidentiality to the parties and security of the file.
6. Access to the official District personnel files shall be limited to the superintendent or properly authorized staff. The District will keep a log indicating the persons who have examined a personnel file, as well as the dates such examinations were made. Such log will be available for review by the unit member or his/her authorized Federation representative.
7. If a unit member wishes removal, deletion, or correction of material placed or being placed in his/her file, the unit member shall do the following:
 - a. Prepare in writing, within fifteen (15) ~~15~~ days of receipt of material, the reasons why such material in question should be removed, deleted or corrected.
 - b. Send or deliver this explanation, along with a request for review of the matter, to the Assistant Superintendent.
 - c. Based upon the facts presented in the explanation, the Assistant Superintendent shall respond in writing within ten (10) working days as to his/her decision.
 - d. If the decision is not acceptable to the unit member, within ten (10) working days following receipt, an appeal in writing, including the written appeal to the Assistant Superintendent and his/her response, may be filed with the Superintendent.
 - e. Either the unit member or the Superintendent may request a personal conference, which shall be held, where possible, within ten (10) working days of filing the appeal.
 - f. The Superintendent shall communicate his/her decision in writing, within ten (10) days of initial receipt of the appeal or ten (10) days subsequent to the conference held between the parties, whichever is the longer period.
 - g. Failure to comply with the time limits at any step shall forfeit all rights to further processing. District failure to respond within time limits entitles the petitioner to proceed to the next step. Time limits and steps may be waived by mutual agreement.
 - h. The unit member is entitled to representation during this procedure, but he/she may

waive this right.

8. Personnel files will not leave the District Office.

8. ARTICLE 10: CLASS SIZE AND ASSIGNMENTS

1. The District and the Federation agree that low class size can lead to increased academic proficiency and improved social emotional competency. Although the District retains the right to load classes at the maximum class size listed below, the District will make reasonable efforts to staff for classes that average 20:1 in Transitional Kindergarten, 24:1 in grades K-3, 28:1 in grades 4-5, and 30:1 in grades 6-8.

Maximum Class Size: (Except P.E./Music)

TK-3	28:1
TK-3 Multi-graded	26:1
4-5	30:1
4-5 Multi-graded	28:1
6-8	31:1

2. Any class exceeding the contractual class size limit shall be adjusted within twenty-one (21) working days unless the provisions of class size flexibility outlined in Article 10.11 are employed.
3. At the TK-3 level the District will participate in the Grade Span Adjustment program so long as and to the extent that it is funded and does not create additional cost to the District and in accordance with its class size requirement.
4. No sixth, seventh and eighth grade teacher shall instruct more than 155 pupils per day in a five period instructional day, except in P.E. or music programs. Every effort will be made to load P.E. at 40 students, with a maximum of 225 per day.
5. The Federation may agree to exceed the maximum class size after conferring with the administration.
6. The Federation agrees that nothing contained in this class size article or in any other provision of this agreement shall require the District to hire additional TK-5 teacher(s) unless and until all TK-5 classes have exceeded the contractual class size limit; nor shall the District be required to hire additional 6-8 teacher(s) unless and until all 6-8 classes have exceeded the contractual class size limit.
7. A unit member will not be required to have a multi-graded class two years in a row unless it is his/her desire to do so.
8. Class assignments for all grades shall be equitable to the extent possible.
9. The District will make all reasonable efforts to balance classes based on the needs and abilities of the students.

10. The District will make reasonable efforts to assign non-Special Education 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.

11. Class size flexibility: The site principals will make every effort to maintain individual class sizes as noted above in 10.1. A teacher may voluntarily accept additional students above the maximum class size, as provided that the site principal has met with grade level/department teachers and they have mutually agreed on the best placement, taking into account the needs of the student, teacher and staff. If agreement cannot be reached, then the placement will be offered to the most senior member of the grade level/department, unless that teacher has been involuntarily placed in the PAR program. When the enrollment of any single TK – 5 class or 6 -8 exceeds the contractual maximum, the teacher will receive up to \$45.00 per day, per the schedule shown below, to commence on the 11th consecutive working day, retroactive to the first day of the increase. The compensation will cease if the enrollment returns within the class size maximum.

TK-5 \$15 per day per student above the contractual ratio

6-8 \$3 per student per period above the contractual ratio

Excluding PE and Music and Elementary Prep

9. ARTICLE 11: DUTY HOURS

Regarding K-3 prep, a K-3 task force will continue convene to review possible models for K-3 prep. Elementary sites will hold meetings with their staff to discuss possible models and share their feedback with the K-3 task force.

1. The workweek for a full-time employee shall be 36.25 hours; normally to be rendered in units of 7.25 hours of school-based service per day inclusive of a daily thirty (30) minute duty free lunch period.
2. The 7.25 hours of school-based service shall be structured and directed by the immediate supervisor. The service shall be in conformity with the employee's job description and shall include, but not be limited to, the following:
 - a. Instructional activities
 - b. Preparation activities
 - c. Campus and student supervision
 - d. Parent conferences and meetings
 - e. Staff, departmental and faculty meetings
 1. Staff meetings limited to 16.5 hours per year in .5 hour increments
 - f. Tutorial and guidance assistance to students
 - g. Professional growth and in-service meetings
 - h. Student diagnostic and assessment activities
 - i. School and student record maintenance

- j. Curriculum development
- k. Instructional material development
- l. Co-curricular activities
- m. District committee assignments
- n. Administratively assigned parent conferences
- o. Programs – practices
- p. District in-service

3. In addition to the activities described above, employees shall, under the direction of their immediate supervisor, be required to render up to twenty (20) hours of adjunct duties per school year associated with the educational profession as shown in ~~a~~ Addendum H, Adjunct Duty Options. Changes or additions to Addendum H shall be made through mutual agreement by the Superintendent and the ~~RUFF~~ Federation ~~P~~president. Assignments will be made at each site through a collaborative process.

- a. The additional activities required of teachers participating in 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.

4. All sixth, seventh and eighth grade teachers (at a 6-8 school) will be scheduled for a minimum of one non-teaching period per day or equivalent thereof.

5. All 3/4, 4, 5 and 6th grade teachers in a K-5 or K-6 school shall be scheduled for non-teaching periods weekly. The periods will be equivalent to 125 minutes weekly; prep periods to be pro-rated and equitably scheduled on shortened and minimum day weeks, based on student contact time.

6. Non-teaching periods for 4-8 grade teachers are to be used for:

- a. Student counseling
- b. Individual student assessment
- c. Conferences with administration
- d. Parent conference
- e. Preparation of material for class
- f. Planning
- g. Preview of films and other material
- h. In-service activity
- i. Communication with related agencies

7. The District and ~~R.U.F.T.~~ the Federation shall work together to develop a calendar for the subsequent school year. The recommendation will be submitted to the respective bargaining teams for negotiations.

8. Prior to the start of each school year, the parties will meet and negotiate the starting and ending times of the teacher work day for the various sites prior to the finalization of such schedules. If the parties are unable to reach agreement, the schedules shall return to those of the last mutually agreed upon schedule.

10. Article 14: SICK LEAVE

A revision needs to be made to the Absence and Leave Request Form. Classified Only needs to be added under the Discretionary leave statement referenced with the double asterisk.

11. ~~ARTICLE 16: Not in use at this time~~

12. ARTICLE ~~16~~7: JURY DUTY

1. A teacher absent from the schools because he/she has been selected for jury duty or subpoena shall be paid by the Board the differential between his/her regular salary and that paid for jury duty or testifying for the period of time he/she is required to serve.
2. Such items as subsistence, travel, or other expense allowance paid shall not be included in determining pay received from the school district.
- ~~3.~~ 3. ~~2-~~ Such time shall not be deducted from sick leave accumulation or personal business leave.

13. ARTICLE ~~18~~7: LONG-TERM LEAVES

1. The Board may grant a unit member with a minimum of two (2) years of full-time consecutive service a long-term leave of absence without pay, for a period not to exceed one (1) year. An extension may be granted for one more year. A written request for a long-term leave or extension must be submitted to the District Office by February 1st. Shared Contract / Leave of Absence may be extended annually (See Article ~~20~~19).
2. This long-term leave may be granted for the following reasons:
 - a. Study
 - b. Travel
 - c. Disabilities in the immediate family
 - d. Fulfilling parenting responsibilities
 - e. Other reasons approved by the Board upon the recommendation of the Superintendent
3. A unit member granted a long-term leave shall inform the District, in writing, by February 1st of the following year of his/her intention to return; otherwise it will be assumed he/she is terminating employment with the District.
4. At the expiration of the long-term leave, the unit member will be offered a position for which he/she is credentialed, as provided by law and the collective bargaining this Agreement. This does not guarantee that he/she will return to the same school site and he/she may be assigned to teach any subject for which he/she is qualified and credentialed to teach.
5. A full-time unit member with five (5) years or more of consecutive employment in the district will be given the right to return to his/her previous assignment after a one (1) year leave of absence. The return assignment will be determined at the time the leave is granted.
6. A unit member on long-term leave may pay his/her own health and welfare benefits if he/she so chooses.

7. The Board may limit the number of such leaves in any given year. Disabilities in the immediate family or to the unit member shall be exceptions.

8. A unit member on approved leave shall not accept certificated employment. Acceptance of certificated employment while on leave will be considered as resignation from employee's position with the District.

9. For any leave granted which requires a replacement teacher and exceeds 75% of the days taught in any school year, the District shall hire a unit member as a replacement. For less than 75%, a long-term substitute shall be retained. The unit member may choose his/her own substitute with the approval of the administrator. If the administrator does not agree with the choice of substitute, an interview process will be held to choose the substitute.

10. Special conditions related to paid leave for study:

- a. A unit member shall have served at least six (6) consecutive years in the district prior to the request for a long-term leave with any type of remuneration.
- b. A paid leave for study may be granted to any certificated unit member for the purpose of study by the unit member concerned which will benefit the schools and pupils of the District. This leave shall not exceed one (1) year
- c. Unit members on a paid leave for study shall perform such services as shall be agreed upon by the unit member concerned and the Board, with the approval of the Superintendent. This agreement shall be in writing and shall be submitted to the Board at least four (4) months prior to the commencement of the leave.
- d. The unit member shall receive as compensation the difference between the salary of the unit member on leave and the salary of a substitute teacher in the position which the unit member held prior to the granting of leave, less the cost of fringe benefits for the substitute teacher. The unit member on leave shall, in addition, receive District-paid fringe benefits.
- e. Every unit member, as a condition to being granted a paid leave for study, shall agree in writing to render a period of service in the employ of the District twice the period of the leave. The compensation shall be paid to the unit member while on the leave of absence in same manner as if the unit member were teaching in the district upon the furnishing, by the unit member, of a suitable bond indemnifying the District against loss in the event that the unit member fails to render the agreed upon period of service in the employ of the District following the return of the unit member from the leave of absence. The bond shall be exonerated in the event the failure of the unit member to return and render the agreed upon period of service is caused by the death or physical or mental disability of the unit member. If the Board finds and by resolution declares that the interests of the District will be protected by the written agreement of the unit member to return to the service of the District and render the agreed upon period of service following his/her leave, the Board, in its discretion, may waive the furnishing of the bond and pay the unit member on leave in the same manner as though a bond is furnished.

- f. The unit member who is granted a leave under these provisions shall submit a comprehensive report within one (1) month of his/her return to the District, which shall be accompanied by grade cards, a log, diary, and any other documents required by the Superintendent.
- g. Applications for a paid leave for study shall be submitted on a District prescribed form and shall include an outline of planned activities. The application shall be submitted to the Superintendent at least six (6) months prior to the commencement of the leave. Anyone granted a study leave will not be granted another study leave until first completing an additional six (6) consecutive years of service in the District following the first study leave.
- h. The number of unit members on paid leaves for study shall not exceed 5% of the unit members in any given year. If there are applications from more than 5% of the unit members and all of the above conditions have been met by each, the final candidate(s) will be selected on the basis of seniority in the District. The final candidate(s) will be recommended to the Board for the final determination.
- i. The Board of Trustees shall make its final determination based on the merits of the application and the fiscal status of the District.

14. ARTICLE ~~19~~18: PART-TIME TEACHING

GENERAL PROVISIONS

1. Definitions:

- a. A part-time teacher is defined as a teacher who is hired to work less than 100% and does not need to share a contract with another teacher, or a full-time teacher who has been granted a reduction from full-time to part-time teaching ~~in accordance with Article 14.~~
- b. ~~A Voluntary Part-Time Teacher-Employee~~ is defined as a teacher who initiated part-time teaching for non-medical reasons. (If leave is due to a medical reason, see Article 14, Health Sick Leave).

2. The proration for the middle school is as follows:

6 Periods	Full
5 Periods	83%
4 Periods	67%
3 Periods	50%
2 Periods	33%
1 Period	17%

3. Teachers in part-time service shall have all rights and privileges afforded full-time teachers under this agreement, except where specifically abridged (see Article 7.3.a.2ii).

4. ~~See Article 35 regarding benefits for part-time employees. The salary and health/welfare benefits paid on behalf of a part-time teacher shall be a proportional ratio of the salary and benefits he/she would have earned as a full-time teacher. The teacher may elect to pay the balance of the cost in order to obtain full health and welfare benefit coverage. For employees who work at least .4 FTE who decline medical benefits, the District will pay 100% dental and vision. If the employee does choose~~

medical benefits, then all benefits are prorated based on FTE.

5. To receive one (1) year's credit for longevity on the salary schedule, the employee must complete 75% of his/her regular full-time assignment. Prorated credit of less than 75% time shall be cumulative. An employee will be given credit for his/her cumulative time through June 30th, once a year. Any cumulative time will be effective July 1 1st of the next school year.

6. Sick leave benefits are accrued based on the prorated normal rate.

7. The proportion of a full-time assignment shall be based upon a workday of 7.25 hours less the 30 minutes duty free lunch period.

8. Although some flexibility may be allowed, scheduling is the responsibility of the District. The part-time teaching assignment will be made only with the approval of the District. A calendar for the entire year will be developed before the school year begins and will specify workdays or schedules for each part-time teacher. District superintendent or designee shall approve this calendar.

- a. All part-time certificated staff will attend district day on pro-rated basis as directed by immediate supervisor.
- b. All part-time certificated staff working 50% or less must attend one (1) Staff Development day. All part-time certificated staff working more than 50% must attend two (2) Staff Development days.

9. The part-time teacher is required to take an active part in District and school in-service, staff and other meetings, parent conferences, yard duty and other duties, as required on their calendared work days.

10. Requests for part-time teaching shall be made in writing, through the immediate supervisor, to the District Office by February 1 1st.

11. Where a part-time request shall involve a transfer or reassignment, it shall be processed in accordance with ~~the Transfer~~ Article 7 of this Agreement.

12. Teachers who are granted a reduction from full-time to part-time teaching shall concurrently be granted a leave ~~under Article 17-18~~ without pay for the remainder of their full-time assignment.

13. Teachers who voluntarily request and are granted a part-time assignment less than their FTE, ~~in accordance with Article 14-18, Section 2,~~ will have return rights to that FTE.

- a. For the first two (2) years, teachers in a part-time assignment shall have return rights to their original position, contingent upon enrollment.
- b. Teachers who have been granted a reduction may return to full-time service provided a request to do so has been filed on or before February 1 with the District. Receipt of the request shall be promptly acknowledged.
- c. After two (2) years, the return rights of teachers in part-time assignment is contingent upon an open, equivalent FTE position being available. Teachers who are currently on a voluntary part-time assignment will begin their "first two (2) years" effective July 1,

2017.

- d. Where a transfer or reassignment is necessary, it shall be in accordance with the ~~Transfer~~ Article 7 of this Agreement.

14. A request to continue in a part-time assignment shall be filed on or before February ~~±~~ 1st of each year.

15. The District shall notify the employee as soon as possible, but no later than June 1st, whether or not his/her request has been granted.

16. Attendance at in-service days will be on a prorated basis.

15. ARTICLE ~~20~~19: SHARED CONTRACT – LEAVE OF ABSENCE

1. The purpose of this program is to provide options for certificated employees to reduce their workloads by sharing the responsibility for a full-time position with another employee. It is the responsibility of the employee, with the assistance of the District, to identify a suitable teaching partner. Both members of a team are to assume full responsibility for the total classroom and instructional plan.

2. Assignments of shared contract employees will be made in the best interests of the District, as finally determined by the District. Assignments will be made for one (1) school year at a time. A calendar for the entire year will be developed before the school year begins and will specify workdays or schedules for each team. Although some flexibility may be allowed, the calendar must be approved by the Superintendent or designee.

3. Certificated employees at their own option, and subject to District approval, may elect to reduce their workload under the following conditions:

- a. A Shared Contract Leave of Absence may be granted after two (2) years of service.

- b. Minimum employment under this program shall be equal to the percentage of the number of days normally required of the certificated employee, or working a percentage of the school day, either morning or afternoon, every day school is in session, plus an equal percentage of all pre-school, post-school, and in-service days listed on the calendar.

- c. A calendar for the entire year will be developed before the school year begins and will specify workdays or schedules for each team. Although some flexibility may be allowed, the calendar must be approved by the District Superintendent or designee.

- d. An employee who accepts an assignment under this "Shared Contract for Reduced Workload" policy, will receive a salary equal to a pro rata share of what his/her salary would be under a regular full-time assignment.

- e. If the employee contributes additional monies to purchase the full benefit coverage, the employee may receive full fringe benefits granted to personnel in his/her classification at a rate

equal to a pro rata share of a full-time employee.

- f. The employee's and the District's contribution to the retirement system will be based on actual salary paid. The employee will receive only the prorated service credit towards years of service as computed by the teachers' retirement system.
 - g. To receive one (1) year's credit for longevity on the salary schedule, the employee must complete 75% of his/her regular full-time assignment. Prorated credit of less than 75% shall be cumulative. An employee will be given credit for his/her cumulative time, through June 30 30th, once a year, effective July ± 1st of the next school year.
 - h. Sick leave benefits are accrued based on the prorated normal rate.
 - i. When a teacher in the shared contract uses a day of sick leave or attends approved professional development on a non-scheduled work day, the person sharing the contract with that individual will, whenever possible, substitute for the partner. When this occurs there will be no deduction of sick leave. Substitution by shared contract partners will be recorded on each partner's monthly attendance sheet. However, there will be a payback day charged to that individual. Payback days are defined as those days when the certificated partner substituted. If payback days do not equal out between sharing individuals at the end of the year, sick days shall be deducted and the teaching partner paid for the extra days worked at the prevailing substitute pay.
 1. When both teachers attend approved professional development on a workday, the off-duty teacher will receive day for day compensatory time (a day of release time).
 2. When a shared contract teacher attends required professional development on a non-scheduled workday, the teacher will receive hourly pay for extra-duty (per Article ~~32, 35~~, Extra Duty).
4. If one (1) partner does not continue for the full period of the assignment, the remaining partner may opt to assume the full-time position or request that the district assist in obtaining a replacement partner.
 5. Teachers who voluntarily request and are granted a shared contract less than their FTE will have return rights to that FTE.
 - a. For the first two (2) years, teachers in a shared contract shall have return rights to their original positions, contingent upon enrollment.
 - b. After two (2) years, the return rights of teachers in a shared contract is contingent upon an open, equivalent FTE position being available. Teachers who are currently on a voluntary shared contract will begin their "first two (2) years" effective July ± 1st, 2017.
 6. An employee in a shared contract wishing to terminate the assignment at the end of the school year or requesting an additional year of shared contract shall inform the District in writing by February ± 1st.

7. District seniority will determine which employee has priority when a shared contract is terminated. The other employee will be given the same consideration as a voluntary reassignment/transfer. (See ~~a~~Article 7, ~~Transfers and Reassignments~~)
 - a. To receive one (1) year's credit on the salary schedule, the employee must complete 75% of his/her regular full-time assignment. Prorated credit of less than 75% shall be cumulative. An employee will be given credit for his/her cumulative time, through June ~~30~~ 30th, once a year, effective July ~~±~~ 1st of the next school year.
 - b. Sick leave benefits are accrued based on the prorated normal rate.

16. ARTICLE ~~21~~20: HEALTH LEAVE

1. Upon request, a teacher may be granted a leave of absence for up to one (1) year for reasons of health. A teacher shall receive compensation for one (1) school year as follows: first he/she is to use the current year's sick leave; secondly, the accumulated sick leave concurrently with the 100 days provided in the Education Code, and the remainder will be District reimbursed by paying the teacher the difference between his/her salary and the salary of a substitute, including the cost of fringe benefits for the substitute.
2. The leave may be granted upon the recommendation of a physician.
3. Return to duty shall be upon recommendation of a physician. The teacher shall notify the District.
4. The reason shall be limited to physical or mental illness.
5. Upon notification by the District, health leave may be terminated and the teacher may be returned to a teaching position.

17. ARTICLE ~~22~~21: MATERNITY DISABILITY LEAVE

1. Unit members are entitled to use sick leave as set forth in Article ~~XIII.1~~ 14 (~~Sick Leave~~) for disabilities caused, or contributed to, by maternity, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare or child rearing.
2. The length of such disability leave, including the date on which the leave shall commence, and the date on which the duties are to resume, shall be determined by the unit member and the unit member's physician
3. Unit members are entitled to leave without pay as per the Family Care and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) as set forth in Article ~~XIV-14: Sick Leave~~.
4. The unit member on leave because of maternity disability shall be entitled to return to her original position, or to a comparable position that is mutually acceptable.

18. ARTICLE ~~23~~22: SPECIAL PATERNITY/MATERNITY LEAVE

Special Paternity/Maternity Leave

1. The ~~d~~District shall grant, upon request, up to five (5) days of paternity/maternity leave. This leave shall be used at the discretion of the employee for the birth of his/her child and/or the discharge of family members from the hospital. This shall be deducted from sick leave.

19. ARTICLE ~~24~~23: INDUSTRIAL ACCIDENT LEAVE

1. Allowable leave shall be for not less than sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one (1) fiscal year, for the same accident.
2. Allowable leave shall not be accumulated from year to year.
3. Industrial accident or illness leave shall commence on the first day of absence.
4. When a person employed in a position requiring certification qualifications is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs. The total of the salary paid to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code shall not total more than his/her salary. The phrase "full salary" as utilized in this subdivision shall be computed so that it shall not be less than the employee's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.
5. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
6. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
7. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in Sections 44977, 44978 and 44983 of the Education Code, and for the purposes of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.
8. During any paid leave of absence, the employee shall endorse to the district the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
9. Any employee receiving benefits as a result of this section shall, during period of injury or illness, remain within the State of California unless the governing board authorizes travel outside the state.

20. ARTICLE ~~25~~24: SAVINGS PROVISION

1. If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. Any substitute action shall be subject to consultation with the Federation.

21. ARTICLE ~~26~~25: CONCERTED ACTIVITIES

1. There shall be no strikes or other concerted activities, except those, which are protected under law, during the duration of the Agreement.

22. ARTICLE ~~27~~26: EFFECT OF AGREEMENT

1. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law.

23. ARTICLE ~~28~~27: DURATION

1. This Agreement and each of its provisions shall be binding on both parties from July 1, 2019~~16~~ to June 30, 2022~~19~~.
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 254 of this Agreement.
4. For the 2019~~16-2022~~19~~ years, each party may open salary, health and welfare benefits, and two items of its own choice.~~

**24. ARTICLE ~~29~~28: TEACHERS EDUCATIONAL AND PROFESSIONAL STANDARDS
CERTIFICATED PERSONNEL - PROFESSIONAL GROWTH**

In order to achieve the highest level of professional service to the school district, each certificated staff member is encouraged to grow professionally.

1. Semester units will be earned at an accredited college or university. A quarter unit will be evaluated at 2/3 of a semester unit. Off-campus and correspondence courses may be accepted. Substitutions as noted in the following sections may also be used to meet this requirement.

2. The general policy regarding approval of credits will be that they bear some relation to the teacher's assignment or contribute in some significant way to the teacher's professional growth.
3. Credit will not be given for courses that are deemed to be merely a "rehashing" of previously taken courses. There are legitimate refresher courses, which may be submitted for approval.
4. Automatic approval will be given for all courses taken which are a part of the curriculum prescribed by an accredited institution for an advanced degree, provided the teacher furnishes satisfactory evidence of his/her intention to earn said advanced degree.
5. Travel will be accepted for credit under the following conditions:
 - a. Up to two (2) units of credit may be granted for foreign or domestic travel in any three-year period unless officially conducted by a college or university where more credit is officially offered.
 - b. For a college-conducted tour for which college credit is given, one (1) unit of credit will be given for each semester unit of credit that is officially granted by the collegiate institution.
 - c. A resume of travel plans and purposes of the proposed trip must be submitted in advance to the Superintendent.
 - d. A written report confirming accomplishment of the avowed purpose of the trip must be presented to the Superintendent upon completion of the trip.
6. Summer Clinics, regardless of college credit offered, will be approved when it can be shown that such clinics or experiences contribute to the teacher's professional growth.
7. District workshops for the purpose of curriculum development and materials development may be granted professional growth credit on the following basis:
 - a. The purpose of the workshop will be approved by the District administration, and the teachers applying for workshops will be selected by the administration.
 - b. Workshops may be teacher initiated as well as initiated by the administration. Application to participate in a workshop must outline the purpose of the project unless the workshop's purpose has already been defined by the District. A general time estimate should be included and a time limit established.
 - c. Projects must be done in consultation with District curriculum personnel and will generally be done on school premises except as otherwise authorized.
 - d. The completed project will be presented for approval to the District administration. The administration will act upon the request for approval within four weeks after the date the project is submitted. Where credit granted would involve writing a new contract with an increase in salary, the project must be submitted by September ~~1~~, 1st so that it can be presented to the Board at their September meeting.

- e. Credits will be granted on the basis of time spent, equivalent to that required for comparable units of college work, i.e., twenty-five (25) hours of work per unit. Continuation Educational units shall be equal to 2/3 of a semester unit.

8. It is the teacher's responsibility to arrange for approval of credit to be applied toward meeting his/her professional growth. A transcript, official grade card, or other official verification of course completion must be given to the District Office by September ±, 1st to verify all such work.

9. Change of Status in Salary and Method of Professional Growth

- a. The employee must receive approval for all units used for professional growth salary advancement. Submit forms in a timely manner.
- b. If planning to earn units for credit toward professional growth advancement, notice of intent/approval form must be submitted to the Superintendent or designee by June ± 1st.
- c. All units/course work must be completed by September ± 1st.
- d. Notice of satisfactory completion of units/course work (report card or transcript) must be received by the Superintendent or designee by September ± 1st.

25. ARTICLE ~~3029~~: STAFF DEVELOPMENT DAYS

~~1.1.~~ STAFF DEVELOPMENT 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 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

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. **1. 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. **2. 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. **3. 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. **4. 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. **5. 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.

H. 2. COMPENSATION

- a. The teacher work year shall include two (2) Staff Development days. Consideration will be given to providing collaboration on staff development days.
- b. Teachers who do not attend at least ~~fourteen and one-half (14.5)~~ ^{thirteen} hours of staff development and have such documented prior to April 15th shall be docked for the pay for each full day not attended and will not receive credible service for that time.
- c. The district shall provide two (2) staff development days within each academic year.
- d. A sign-in sheet will be completed at the beginning and the end of any session in order to document attendance.
- e. A staff member may submit a written proposal for alternative staff development activities that meet the criteria specified in 1 ~~4~~. The proposal must be approved in advance by the Superintendent or designee to meet the member's staff development obligation.
- f. Staff members enrolling in professional growth courses may submit request to use credit time earned and apply it toward staff development if pre-approved by the district.
- g. Staff members using units to satisfy requirements for staff development may not use the units toward the salary schedule.

26. ARTICLE ~~31~~30: AFFIRMATIVE ACTION

As an educational agency dedicated to the improvement of the human conditions, the ~~Rescue Union School District~~, along with the Federation ~~R.U.F.T.~~, bears a responsibility to provide equal employment opportunity.

As an equal opportunity employer, the District shall follow practices that are directed toward the assurance of no barriers to employment, development, advancement and treatment of employees, on the basis of religion, national origin, ancestry, race, sex, age or handicap.

It is the intent of the ~~Board of Education District~~ and the Federation ~~R.U.F.T.~~ that:

1. Employment and advancement with the District shall be freely open to all persons irrespective to religion, national origin, ancestry, race, sex, age or handicap.
2. Affirmative efforts shall be made to recruit members of minority communities until the same proportion of minorities are employed in the school district as are represented by the student population within the ~~Rescue Union School District~~.
- ~~2.~~ 3. Personnel programs shall be administered in a manner that shall insure no barriers to promotion on the basis of sex, race, national origin, ancestry, religion, age or handicap.

27. ~~ARTICLE 32: STIPENDS/EXTRA DUTY PAY (moved to Article 37)~~

28. ARTICLE ~~33~~31: CATASTROPHIC SICK LEAVE PROGRAM

1. Definition

"Catastrophic injury" or "illness" means an injury or illness, such as cancer, heart attack, major surgery, or a condition of similar severity. Such injury or illness may require a member to be absent from work due to either personal incapacitation or the incapacitation of a family member, for an extended period of time. If a member must be absent from work beyond the time covered by accumulated sick leave, then he/she may qualify for catastrophic leave.

Catastrophic Leave Coordinator is the person who oversees the donation bank, sick leave donation forms, and requests for the use of donated leave credits.

2. Eligibility Requirements

Participation in the Leave Bank is voluntary, but members must have contributed prior to requesting consideration for use of catastrophic leave. Leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:

a. The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that leave credits be donated and provides verification of catastrophic injury or illness as required by the contract.

Participants shall be required to submit a doctor's statement indicating the probable length of absence from work.

b. The employee has exhausted all his or her paid sick leave credits.

c. The Catastrophic Leave Coordinator verifies that the employee meets all the eligibility requirements.

d. The employees who received catastrophic leave days from the bank before July 1, 2017 will repay them at the rate of two (2) days per year.

e. The employees who received catastrophic leave days from the bank after July 1, 2017 agree to repay the days at the following tiered rate in the event he or she returns to work.

Year 1=2 days

Year 2=3 days

Year 3=4 days

Year 4=5 days

Year 5=5 days

Members will continue to repay five (5) days per year after the 5th year until the amount they

borrowed is paid in full.

3. Procedure for Donating Sick Leave Credit

- a. All employees, full or part-time, may only donate credits if they have in excess of nine (9) days of accumulated sick leave. Completed donation forms will be returned to the Catastrophic Leave Coordinator and a copy forwarded to the District Office.
- b. All transfer of sick leave credit to the program is irrevocable
- c. Contributions shall be authorized in writing by the employee.
- d. All employees on paid status with the District are eligible to join the Leave Bank during the open enrollment period. Such period will be the first four (4) months of employment of each year.
- e. Employees who elect not to join the Leave Bank upon first becoming eligible must wait for the next open enrollment period to join.
- f. Employees returning from extended leave which included the enrollment period and new employees hired after the beginning of the school year will be permitted to contribute within thirty (30) calendar days of their return/hiring date.
- g. Days shall be contributed to the Leave Bank and granted from the Leave Bank without regard to the daily rate of pay of the Leave Bank recipient.
- h. Potential donors are advised to consider the retirement implications of donating their unused sick leave credit for the Catastrophic Sick Leave Program.

4. Procedure for Requesting Sick Leave Credit

- a. An employee desiring Catastrophic Sick Leave credit shall obtain an application from the Catastrophic Leave Coordinator, and return the completed application to the Catastrophic Leave Coordinator.
- b. An employee who receives sick leave credit pursuant to this action shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.
- c. The maximum allocation per employee on initial application shall be twenty (20) days. Extensions may be granted, in twenty (20) day allotments, up to a maximum of sixty (60) days in any school year.
- d. Participants who have exhausted regular sick leave, but still have differential leave available to them, shall be eligible for Catastrophic Sick Leave Program credits. Participants may wish to exhaust differential leave prior to applying for credits under the Catastrophic Sick Leave Program ~~catastrophic leave program~~. The District shall pay the participant full pay or a prorated amount for part-time participants. The credits shall be charged at one day or prorated day of sick leave for each day of absence.

- e. If a participant is incapacitated, applications may be submitted by the participant's agent or member of the participant's family.

5. Administrative Regulations

- a. Catastrophic Sick Leave leave credits shall not be used for illness or disability that qualify the participant for Worker's Compensation Benefits.
- b. Credits shall not be considered available leave for purposes of qualifying for STRS Disability.
- c. The Federation, with the assistance of the District, shall maintain a Catastrophic Leave Bank file, listing members who have contributed, and who could qualify for use of Catastrophic Sick Leave ~~catastrophic leave~~ days. Credit contributions will be filed on Federation forms and shall be acknowledged by the Catastrophic Leave Coordinator, or designee. The Coordinator and two (2) members designated by the President shall approve candidates requesting use of catastrophic leave credits
- d. The Federation may at any time issue a voluntary ~~Call for Donations.~~ call for donations.
- e. The Federation may issue an "All Call for Donations" from Federation members when fewer than twenty (20) days exist, or when a request exceeds the number of days in the bank. Only those who respond or who have contributed during the previous four (4) years will remain members of the Catastrophic Sick Leave Bank.
- f. If the Leave Bank is terminated for any reason, the days remaining in the Leave Bank shall be returned to the then current participants of the Leave Bank proportionately except that no member shall receive more days than they have donated.
- g. The Federation shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.

6. Indemnification and Hold Harmless

~~RUFF~~ The Federation agrees to pay all costs, including attorney's fees, of any defense which the District must make regarding claims made as a result of the terms of this Article, whether in grievance, arbitration laws, or equity. ~~RUFF~~ The Federation agrees to indemnify and hold the District harmless in respect to any such claims or actions.

29. ARTICLE 3432: EARLY RETIREMENT WORK FOR BENEFITS PROGRAM

General Provisions:

1. Currently employed certificated personnel of the District are eligible for the Early Retirement Work for Benefits Program:
 - a. at age 55 or over if they have completed a minimum of ten (10) years of service with the District, the last of which has been the year immediately preceding retirement.
 - b. have retired under the STRS system and are no longer making contributions to STRS;
 - c. have resigned from the District;
 - d. have agreed to work as a consultant.
1. An employee will be eligible for the program for a maximum of five (5) years or to age seventy (70), whichever comes first. The program is for one (1) year and an employee must reapply each year, up to five (5) years. The retiree has the right to terminate the contract at any time and either discontinue the benefits or continue paying for the benefits on his/her own per state and federal requirements.
2. An employee must be enrolled in the District's benefit program three (3) years prior to retirement to qualify for this Early Retirement Work for Benefits Program.
3. An employee who was considered less than full time will be eligible for medical benefits on the same prorated basis as his/her level of benefits at the time of retirement.
4. All applicants for the Early Retirement Program shall be approved by the Board and no more than five (5) percent of the certificated staff will be approved in any one year.

Contract:

1. The retiree will perform service during the fiscal year at activities mutually agreed upon by the retiree and the District. If activities cannot be agreed upon, then the contract with the retiree will be terminated.
2. Such services, by definition, shall be in the best interest of the District and within the retiree's classification or that which he/she is qualified to perform. Such projects may include, but shall not be limited to:
 - a. substituting
 - b. working on staff development and in-service
 - c. assisting in the testing program
 - d. supervising student activities
 - e. providing aid to new teachers
 - f. curriculum development

3. A contract will be executed which delineates the duties, responsibilities and specific days to be worked.
4. The agreement is not renewable beyond the five (5) years or age 70. The District reserves the right to request doctor verification of incapacitating condition. If a retiree is unable to perform the duties mutually agreed to in the contract, the contract will be terminated. If the contract is terminated, the retiree will be able to maintain the benefits at his/her own cost per state and federal regulations.

Benefits:

1. Health and Welfare benefits (medical, vision, and dental) will continue at the level contracted for certificated District employees and subject to any maximum district contribution thereon.
2. The cost of the district's contribution will be divided by the last daily rate of the retiree to determine the number of days to be worked.

Impact on Retirement Allowance:

Any certificated employee interested in the Early Retirement Work for Benefits Program shall be required to contact STRS to determine if early retirement or resignation may have a serious impact on his/her retirement allowance that is to be paid by STRS. Said employees must seek advice from a representative of STRS prior to submitting an application for the Early Retirement Work for Benefit Program and verify in writing that a meeting was held.

30. ARTICLE ~~35~~33: ACADEMIC FREEDOM

1. Employees shall be afforded the broadest freedom to teach since the examination of multiple sides of issues is one of the means by which students learn how to make sound and mature judgments. To this end, the district will provide a teaching and learning atmosphere that is free from unreasonable censorship and restraint upon free inquiry, learning, and academic freedom.
2. Classroom presentations and discussions may introduce political, religious, or otherwise controversial material provided that the material is relevant to the course content and within the scope of the law. In performing their functions, teachers are encouraged to express all views, including their own, provided they distinguish between personal opinion and factual information.
3. All disputes involving academic freedom shall be settled in accordance with complaint procedures set forth in this Agreement and in Board Policy. An employee shall have the right to representation and to confront all accusers.

Questioned material will not be withdrawn from use until a final decision is made unless it presents a clear and present danger as determined by the Superintendent/designee. Such material may be reinstated if sustained by complaint procedures in Board Policy.

31. ARTICLE 3634: PEER ASSISTANCE AND REVIEW (PAR)

1. PHILOSOPHY

The Peer Assistance and Review Program (here on referred to as "PAR") is a cooperative effort by ~~Rescue Union School~~ the District (here on referred to as "District") and ~~Rescue Union~~ the Federation of Teachers (here on referred to as "~~RUFT~~ Federation") to assist Ppermanent need of development in subject matter, knowledge, or teaching strategies, for the purpose of improving instruction and student performance. PAR is a major step in expanding the authority of teachers in managing the profession by utilizing their expertise together with that of management to provide collegial support, assistance, and review. PAR also provides ~~continued~~ continuing professional development for all teachers.

2. PURPOSE

The purpose of the PAR program is to provide professional assistance as well as continuous staff development to teachers in the subject matter knowledge or teaching strategies needed to improve student performance. The program shall have two (2) distinct components: Referred Teachers and Volunteer Teachers.

3. PAR DEFINITIONS

- a. PAR Panel: The Program shall be governed by the PAR Panel composed of two (2) District members selected by the Superintendent and three (3) ~~RUFT~~ Federation members selected by the union.
- b. Referred Teacher: A permanent teacher who has been identified as unsatisfactory or needing improvement.
- c. Volunteer Teacher: Any teacher who feels he/she may need growth and improvement in any area.
- d. Consulting Teachers: Permanent teachers selected by the PAR Panel to assist Referred or Volunteer Teachers.
- e. (CSTP): California Standards for the Teaching Profession
- f. Unsatisfactory Evaluation: A final evaluation of a teacher indicating that performance in one or more of the six (6) CSTP standards does not meet standards and needs improvement.

4. ~~Program~~PROGRAM GOALS

The PAR program will promote and encourage a cooperative relationship between the consulting teacher and the principal at each site. The guiding principle will be the improvement of the performance of the referred or volunteer teacher in order to provide better instruction for students. The Peer Assistance and Review Program will:

- a. provide Consulting Teachers to assist teachers who have received an unsatisfactory evaluation,
- b. provide Consulting Teachers to Volunteer Teachers
- c. The priority of support will be; 1) Referred Teachers 2) Volunteer Teachers

5. PAR PANEL

The PAR Panel shall have the following structure: three (3) certificated teachers and two (2) administrators. Teachers seeking a position on the PAR Panel will submit an application to the RUFFederation Executive Board. Applicants must be meeting standards in their most recent overall evaluation. The teacher members of the PAR Panel shall be selected by a majority vote of the RUFFederation Executive Board. Teacher members of the PAR Panel shall not be considered management under the Educational Employment Relations Act (EERA). The administrative members to the panel shall be appointed by the superintendent.

a. Duties and Responsibilities of PAR Panel

1. To select Consulting Teachers.
2. To recommend retention, continued assistance, or dismissal of Referred teacher(s) to the Superintendent/Board.
3. To release from PAR a Consulting Teacher whose performance does not meet the expectations of the program.
4. To evaluate the impact of the PAR Program in order to improve the program and to submit recommendations to RUFFthe federation and the Superintendent for improvement of the program.
5. To meet at least four (4) times annually to review the work of the Consulting Teachers and their caseloads.
6. To annually select a facilitator. The position shall rotate every year between an administrator and a teacher.
7. To make all of its decisions by consensus, if possible, or otherwise by majority vote.

b. Conflict of Interest Clause:

In the event that one of the PAR Panel members is the administrator who has deemed that a Referred Teacher's performance is unsatisfactory, he or she shall remove himself or herself from the PAR Panel during consideration and review of that Referred Teacher's case. If a panel member becomes a Referred Teacher he/she shall remove himself or herself from the PAR Panel.

c. Site Principal:

Participants will follow the normal evaluation cycle for volunteer teachers. Should the administrative evaluator deem it necessary to communicate with the participant in a matter relating to discipline such as a letter of warning, or reprimand, copies of all such written materials shall be provided to the participant and the consulting teacher, if related to the CSTP. A cooperative relationship between the Consulting Teacher and principal is strongly encouraged. All deliberations and reports are confidential.

6. CONSULTING TEACHER

Qualifications of the Consulting Teacher

1. Experience:
 - a. permanent employee,
 - b. at least five (5) years of recent classroom experience,

- c. prefer breadth of experience; and
 - d. demonstrated exemplary teaching ability.
2. Knowledge of:
- a. a range of teaching strategies and methods,
 - b. how to meet the needs of pupils in different contexts,
 - c. effective classroom management strategies,
 - d. counseling and coaching strategies, and
 - e. Peer Assistance and Review Program
3. Abilities and Skills:
- a. to communicate effectively and tactfully in both oral and written form,
 - b. to counsel and assist peers,
 - c. to assess and prescribe appropriate instructional strategies,
 - d. to demonstrate effective instructional strategies,
 - e. to make recommendations to the PAR Panel,
 - f. to organize an effective plan of assistance for each participating teacher,
 - g. to maintain a high level of respect.
4. Training:
- a. in evaluation procedures,
 - b. in classroom management and specific techniques,
 - c. in peer counseling and conflict resolution,
 - d. in curriculum design; and
 - e. in ongoing professional development.
 - f. other appropriate training

a. Procedures for Selection of Consulting Teachers

Each certificated teacher who applies for the position of consulting teacher will:

1. submit an application and three (3) letters of recommendation, one of which must be from a current administrator,
2. authorize the review of their performance evaluations by the PAR Panel,
3. be observed in the classroom by one or more members of the PAR Panel,
4. interview with the PAR Panel.

A majority vote of three (3) of the Panel members will be required for the selection of a Consulting Teacher.

Service of a Consulting Teacher

1. Service will be on a yearly basis. For subsequent years, only the PAR application need be submitted by continuing Consulting Teachers.
2. Consulting Teacher will agree not to serve as an administrator during his/her term as Consulting Teacher.
3. Consulting Teachers shall be held harmless and are protected from legal liability in the execution of their assigned duties.

b. Annual Compensation

1. \$2,600 per Referred Teacher (limited to two) per Consulting Teacher
2. \$2,000 per Volunteer Teacher (limited to two) per Consulting Teacher
3. \$750-00 stipend for PAR Panel Facilitator, if a teacher
4. \$500-00 stipend per teacher PAR Panel member

Duties of the Consulting Teacher Related to Referred Teachers

Consulting Teachers shall have the primary responsibility for assistance and review of program participants to whom they are assigned, with no more than two (2) participants per consulting teacher. Should a situation arise that would require more than two (2) participants, ~~RUFF~~ the Federation and the District will meet and negotiate. Consulting Teachers shall be able to decline an assignment when it would not be in the best interest of either party. It is expected that there will be frequent conversations between the Consulting Teacher and the site administrator regarding the program participant. The Consulting Teacher will meet with the site administrator prior to the PAR Panel report of the progress being made by each program participant. Each Consulting Teacher will be required to:

1. Assist in writing clear performance goals with the participant, in collaboration with the principal, consistent with the California Standards for the Teaching Profession (CSTP);
2. Recommend in writing an appropriate professional development timeline of activities that are available to improve the skills and knowledge of each participant, and provide assistance for meeting recommendations;
3. Conduct multiple observations of each participant;
4. Provide a written post-observation to each participant within five (5) days after each observation;
5. Provide a summative evaluation documenting areas of growth and/or areas of needed improvement;
6. Maintain a schedule of consulting activities;
7. Send copies of observation reports to the site administration and the PAR Panel;
8. Maintain a log for each participant showing dates and time of contacts, including a summary of conversations, observations, and other forms of assistance provided;
9. Inform the PAR Panel of program participants progress and modify existing assistance plan, if necessary; and
10. Provide to the PAR Panel a final evaluation of those participating teachers for placement in their personnel file. After four (4) years of satisfactory performance the final report will be sealed.

Duties of Consulting Teachers as Related to Volunteer Teachers:

Consulting Teachers providing assistance to Volunteer Teachers will also:

1. Assist in writing clear performance goals with the participant, consistent with the California Standards for the Teaching Profession (CSTP)
2. Recommend in writing an appropriate professional development timeline of activities that are available to improve the skills and knowledge of each participant,
3. Conduct multiple observations of each participant,
4. Provide a summative year-end report to the PAR Panel documenting areas of growth and improvement. The original document shall be given to the Volunteer Teacher upon the conclusion of the Assistance Plan. The summative report shall be placed in the teacher's personnel file only upon request of the Volunteer Teacher. It is understood that the purpose of such participation is to provide peer assistance and professional development and that the Consulting Teacher will play no role in the evaluation of the Volunteer Teachers.

Subject Area Specialists:

RUFF The Federation and the District understand that every possible subject matter competency may not be available within the corps of Consulting Teachers, and therefore it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases the Consulting Teacher maintains primary responsibility for the Individual Improvement Plan, but may function more as a case carrier who assures the availability of appropriate resources and services. At the request of the Consulting Teacher, a subject area specialist may be assigned by the PAR Panel to collaborate and assist the participating teacher.

A subject area specialist is a consultant who shall be utilized as the need arises. The subject area specialist will provide direct support for the participating teacher and recommend appropriate professional development activities.

Subject area specialists will receive release time and/or compensation at the contracted extra duty rate. The minimum of such release time and/or compensation shall be four (4) hours. Additional hours may be determined by the PAR Panel.

7. PAR PANEL PROCEDURES

Types of Referrals

1. Referred Teachers (By Evaluator for Unsatisfactory Performance)
 - a. A teacher who has received an unsatisfactory evaluation from the site administrator. The employee will be given a copy of the evaluation.
 - b. The Superintendent or designee will be advised that the employee's performance is unsatisfactory and the evaluation qualifies the participant for the program.
 - c. Superintendent or designee will recommend to the PAR Panel that the participant be placed in the PAR Program.
2. Volunteer Teacher
 - a. Teachers who need or want assistance shall be given every opportunity during the year to improve their job performance.
 - b. An administrator may suggest that a teacher volunteer for intervention because of concerns which relate to the CSTP.

PAR Panel Referral Procedures (For Referred Teachers)

1. Each referral shall be reviewed by the PAR Panel to determine whether acceptance into the program is appropriate.
2. The Referred Teacher shall have the opportunity to make a presentation to the PAR Panel.
3. If the PAR Panel rejects the referral, it shall provide the District with the reasons in writing for the rejection.
4. The PAR Panel will assign a Consulting Teacher to the participant and will advise him or her of the procedure to be followed. The participant will be given guidelines and timelines describing the remediation procedure to be followed and the professional development available to assist the participant.
5. Referred Teacher shall be annually reevaluated until there is a positive,

satisfactory evaluation or separation from district.

PAR Panel Process (For Referred Teachers)

1. A plan will be developed that will provide professional development to correct any of the areas where performance is unsatisfactory to start the improvement process.
2. The Consulting Teacher will maintain contact and report to the PAR Panel on the progress being made.
3. The Consulting Teacher shall provide an oral report and all written documentation to the Panel regarding progress of each participant following the designated timeline.
4. The Referred Teacher may be present for the presentation and will be given the opportunity to respond to the progress report.

Reporting to Panel (For Referred Teacher)

1. The Referred Teacher will be given the opportunity to respond to the PAR Panel regarding the progress report.
2. The may Referred Teacher not be present during the deliberation of the PAR Panel, which is confidential. The PAR Panel may request additional follow-up information from the administrative evaluator, Consulting Teacher, or the Referred Teacher.
3. Before submitting a final report to the PAR Panel, the Consulting Teacher will meet with the participant and discuss the report. The Referred Teacher will receive a copy of the final report.
4. A final report will be made to the PAR Panel addressing the issues in the improvement plan, including all documented evidence collected during the assistance period, and staff development activities.
5. The final report will state whether the participant has or has not improved his or her performance to the satisfactory level.

PAR Panel Action (for Referred Teacher)

1. The PAR Panel will review the final report and may request information from the Consulting Teacher related to the Assistance Plan.
2. The PAR Panel will prepare a recommendation related to the participant's Assistance Plan to the Superintendent/Board. The recommendation will be one of the following:
 - a) Successful completion of the plan
 - b) Assistance will continue in the program
 - c) Termination of district employment recommended
3. The recommendation will be provided to the Board via the Superintendent. The Board will make a final decision if termination of district employment is recommended by the PAR Panel.

f. PAR Panel Reporting (for Volunteer Teachers):

1. An end of the year report will be submitted to the PAR Panel.

8. ADDITIONAL PROVISIONS

- a. Expenditures for the PAR program, including administrative cost of up to 5% ~~five percent (5%)~~, shall not exceed available funds
- b. At the conclusion of each year that the program is in effect, if revenue exceeds expenditures,

the PAR Panel shall meet to determine the allocation of the surplus in a manner that facilitates the purposes of the PAR program and the professional development activities of the District.

- c. Funds shall be allocated to allow the release days and/or conferences as well as staff development and materials with the teachers assigned to the program.
- d. It is understood and agreed that this program shall terminate if for any reason there exists an inability for funding thereof through legislation).
- e. Nothing herein shall preclude the Superintendent and/or Board members from examining information to which they are entitled by law, for the review process and/or reemployment decision for participating teachers.
- f. Nothing herein shall modify or in any manner affect the rights of the Governing Board/District under provisions of the Education Code relating to the employment, classification, retention, or non-re-election of certificated employees.
- g. Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory performance and or unprofessional conduct pursuant to the Education Code.
- h. This article shall be subject to reopening on an annual basis by either party

9. REFERRED TEACHER'S DUE PROCESS RIGHTS

- a. The Referred Teacher shall be entitled to review all reports generated by the Consulting Teacher and principal prior to their submission to the PAR Panel, and have his or her comments attached. The Consulting Teacher shall provide the participating teacher with copies of such reports at least five (5) working days prior to the meeting of the PAR Panel at which time the reports will be considered.
- b. The Referred Teacher shall have the right to be represented by ~~RUFF~~ the Federation in any meetings of the PAR Panel to which she/he is called and shall be given a reasonable opportunity to present his/her point of view concerning any report being made.
- c. The decision to refer the teacher for intervention through this program shall not be subject to the grievance process, nor shall a decision to remove the teacher from the program be grieved.
- d. The Referred Teacher shall have the right to timely reports of progress being made following a developed timeline.
- e. The Referred Teacher shall have the right to present in writing to the Panel why a specific Consulting Teacher should be replaced and another Consulting Teacher substituted and have those reasons be considered by the Panel.
- f. The PAR Program in no manner diminishes the legal rights of bargaining unit members of the District.
- g. A Referred Teacher shall not have access to the grievance process to challenge the contents of reports, review, or decisions of the Consulting Teacher, Principal, or Panel but may file responses that shall become part of the official record of the intervention.

32. ARTICLE ~~37~~35: COMPENSATION

- 1. *The District Proposed a 1% ongoing increase in 2019-20 and a 1% ongoing increase in 2020-2021 to the salary schedule (pending Board approval).***

Salary Schedules and Remunerations

1. For salary schedule, see Addendum A.
2. Units earned after Bachelor's Degree (BA/BS) shall be compensated at \$80 per semester unit over thirty (30) units up to seventy-eight (78) units; and prorated based on the employee's FTE.
3. A Master's 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).

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 for the benefits cap information.

2. The salary and health/welfare benefits paid on behalf of a part-time teacher shall be a proportional ratio of the salary and benefits he/she would have earned as a full-time teacher. The teacher may elect to pay the balance of the cost in order to obtain full health and welfare benefit coverage. For employees who work at least .4 FTE who decline medical benefits, the District will pay 100% dental and vision. If the employee does choose medical benefits, then all benefits are prorated based on FTE. 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.

4. Opt Out/Cash-in-Lieu

All employees may opt out of district provided medical benefits. If full-time employees (1.0 FTE) wish to participate in opt out/cash-in-lieu, they need to provide proof of medical insurance.

In-lieu of taking medical insurance provided through the District, the employee would receive cash-in-lieu up to \$2,000 annually, paid per pay period for each month of qualified coverage.

Employees who start the plan year opting-out of medical coverage and wish to participate in medical coverage after open enrollment due to a qualifying event may do so, and they will receive the monthly cap instead of the cash-in-lieu payment for the remainder of the coverage period.

(Note: Deductions for the employee's portion of the premium for June and July medical coverage known as tenths will be included in the remaining regular paychecks to ensure full payment by the May regular pay period).

Employees who start the plan year with medical coverage and wish to opt out due to a qualifying event may do so, but they will not receive any cash-in-lieu for the remainder of the coverage period.

Early Retirement

Each year the Board of Trustees and the Federation will review the implementation of a Golden Handshake program.

Insurance Committee

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

ADDENDUM B

Rescue Union School District
**FRINGE
BENEFITS**
2014-2015 2019-2020

CENTRAL VALLEY TRUST INSURANCE BENEFITS (effective 1/01/06 2020)

Blue Cross/Kaiser/Pacificare Full Time Employee Medical Benefits (Per Month of Coverage):

Employee Only:	Employee Plus One:	Family:
\$508.21 (\$609.86 – over 10 pay periods)	\$558.21 (\$669.86 – over 10 pay periods)	\$608.21 (\$729.86 – over 10 pay periods)

Dental Benefits: \$127.87 100% District Paid for Full-Time Employees*

Vision Service Benefits: \$20.33 100% District Paid for Full-Time Employees*

* See Article 35 regarding less than full-time coverage

Updated: 08/2015 04/12/2019



MEMORANDUM of UNDERSTANDING (MOU)

Between the

RESCUE UNION SCHOOL DISTRICT

and the

RESCUE UNION FEDERATION OF TEACHERS

April 12, 2019



MOU – Re: Savings from Change of Medical Broker Related to Opt-out Ability

This MOU covers from July 1, 2019 through June 30, 2021.

It is agreed by both parties that the savings generated from employees opting-out of medical coverage (assuming single annual rate of \$6,098.52 per opt out full-time certificated employee) will be shared in the following method:

- 32.7948% - \$2,000.00 will be given as cash-in-lieu to those full-time employees who meet the qualifications of opting out of district offered medical insurance. The following language will be added to Article 35: Compensation of the RUFT contract:

Opt Out/Cash-in-Lieu

Only full-time employees (1.0 FTE) may participate in opt out/cash-in-lieu.

All employees may opt out of district provided medical benefits. If full-time employees (1.0 FTE) wish to participate in opt out/cash-in-lieu, they need to provide proof of medical insurance.

In-lieu of taking medical insurance provided through the District, the employee would receive cash-in-lieu up to \$2,000 annually, paid per pay period for each month of qualified coverage.

Employees who start the plan year opting-out of medical coverage and wish to participate in medical coverage after open enrollment due to a qualifying event may do so, and they will receive the monthly cap instead of the cash-in-lieu payment for the remainder of the coverage period. (Note: Deductions for the employee's portion of the premium for June and July medical coverage known as tenths will be included in the remaining regular paychecks to ensure full payment by the May regular pay period).

Employees who start the plan year with medical coverage and wish to opt out due to a qualifying event may do so, but they will not receive any cash-in-lieu for the remainder of the coverage period.

- 39.8051% - \$2,427.52 to the district. This allocation will ensure that if 40% of those employees who opt out return to take medical benefits, the District will still receive enough funding to cover costs related to moving from CVT to CalPERS.

- 27.4001% - \$1,671.00 to be pooled together to be added to the certificated cap. The total number of those that opt out multiplied by \$1,671.00 divided by the number of participants that take insurance will be added to the certificated cap.
 - EXAMPLE – Assuming 25 full-time certificated employees opt out of insurance and there are 144 certificated employees taking insurance, the cap would be increased by \$290.10 annually. ($\$1,671 \times 25 = \$41,775 / 144 = \290.10)

Assumes 25 Employees Opt-Out							
100.0%	Out	\$	152,463	Amount saved			
32.8%	25	\$	50,000	Employee cash-in-lieu (\$2k)			
39.8%	In	\$	60,688	Balance to District	Annual	Monthly (12)	Monthly (10)
27.4%	144	\$	41,775	Employee Cap	\$ 290.10	\$ 24.18	\$ 29.01

- The number of participants and the number of full-time certificated employees who opt out will be calculated in January 2020, as this will be the first full cycle opportunity for employees to opt out.
 - The medical cap increase will be effective with the January 2020 coverage period.
- Within this MOU timeline, this calculation will be completed one more time with revised participation and opt out numbers and if a substantial change occurs parties may negotiate an additional increase to the cap.

Items of Note:

- CalPERS medical coverage changes annually effective January 1. The District is required to offer 30 days for open enrollment changes for employees. With the holidays and timeline it may be difficult to get all the information back in time to process; therefore, it is requested that open enrollment occur at the beginning of November so that changes can be done in time for January payroll.
- The 10thly amount withheld for June and July starts with the August deductions and normally the district has the new rates and assumes the employee will keep the same plan so an approximate amount is calculated.

However, since employees will be completely changing brokers it may be difficult to determine what plan an employee may take, especially since rates will change in both October and January. The district will assume that the employee will take the "most comparable" plan and will withhold this amount for the 10thly deduction.

Additionally, due to the unknown cap change and the ability to opt out, the withholding for June and July will be even more volatile. If an employee owes an additional amount or is owed funds back from what has been withheld, it will be adjusted starting in January.

Laurisa Stuart, RUFT President

Sean Martin, Assistant Superintendent

April 12, 2019

Date

4/12/19

Date

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5; CCR, Title V, Section 15449

SELECT DISTRICT HERE: Rescue School District

The proposed agreement is a Two-year agreement that covers the period beginning July 1, 2019 and ending June 30, 2021, and will be acted upon by the Governing Board at its meeting on May 14, 2019. The General Fund is impacted as follows. Impact on other funds is addressed in the narrative.

Bargaining Unit Group

- Certificated
- Classified
- Confidential/Management
- Other

Check one by marking with "x"	Cost of 1% *
x	\$ 170,000
	\$ -

* includes salary and related benefits, e.g. STRS, PERS, Workers Compensation, Unemployment

A. Proposed Change in Compensation

	Compensation	\$ Fiscal Impact of Proposed Agreement		
		Year 1 FY 18-19	Year 2 FY 19-20	Year 3 FY 20-21
1	Salary Schedule - Increase(Decrease)	-	141,727	283,454
2	Step and Column - Increase (Decrease) due to movement plus any changes due to settlement	-	-	7,086
3	Other Compensation (complete description below)	-	-	-
4	Statutory Benefits - Increase (Decrease) in STRS, PERS,FICA,WC,UI,Medicare, etc. (may be included in costs above or shown separately)	-	28,273	57,960
5	Health/Welfare Benefits - Increase (Decrease)	-	-	-
6	Total Compensation	-	170,000	348,500
7	Total Number of Represented Employees	178	178	178
8	Total Compensation Average Cost per Employee - Increase (Decrease)	-	955	1,958

%		
Year 1 FY 18-19	Year 2 FY 19-20	Year 3 FY 20-21
Cost of 1%: \$170,000		
0.00%	0.83%	1.67%
0.00%	0.00%	0.04%
0.00%	0.00%	0.00%
0.00%	0.17%	0.34%
0.00%	0.00%	0.00%
0.00%	1.00%	2.05%

9 **Other Compensation - Increase (Decrease) (Stipends, Bonuses, etc.) Provide Description Below**

The bargaining unit has voted to change medical insurance brokers which will allow for opting out of coverage with the district for full-time employees. Those that qualify will receive \$2,000 annually as cash-in-lieu, but there is no additional cost to the district due to savings created from not receiving the medical cap. A MOU has been signed that will share the savings generated from the opt out provisions between the district, those that opt out, and a cap increase for those that continue to take medical coverage. The intent of this sharing was to ensure that all unit members would benefit from the change of brokers especially since moving would have an impact on all parties. A formula was created based upon the number of those that opt out and the number of those that take medical coverage and the amount allocated to the cap will be added in January 2020. The formula ensures that the district will not have any additional cost.

10 **Were any additional steps, columns, or ranges added to the schedules?** YES NO

If YES, please explain below

N/A

11 **Does this bargaining group have a negotiated cap for Health and Welfare benefits?** YES NO

If YES, please indicate the cap amount.

\$7,809.89 - \$9,009.49 Varies by Coverage Type

- A. **Proposed change in compensation.** Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary

District and Federation agree to an on going increase to the 2019-20 certificated salary schedule by 1%. Additionally, the District and Federation agree to an on going increase to the 2020-21 certificated salary schedule by 1%.

- B. **Proposed negotiated changes in non-compensation items** (e.g. class size adjustments, staff development days, teacher prep time, etc.)

None.

- C. **What are the specific impacts on instructional and support programs to accommodate the settlement?** Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

None.

- D. **What contingency language is included in the proposed agreement?** Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

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

- E. **Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

As noted on page 1, number 9 - The bargaining unit has voted to change medical insurance brokers which will allow for opting out of coverage with the district for full-time employees. Those that qualify will receive cash-in-lieu, but there is no additional cost to the district due to funds being used from the cap that was offered.

F. Will this agreement create, or increase an operating deficit in the current or subsequent year(s)? An operating deficit is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

This agreement will create an unrestricted ongoing operating deficit of \$114,000 in 19-20, and a deficit of \$536,000 in 20-21.

The district offered a retirement incentive to all non-management/administration positions and the savings generated from this was the primary funds used to offer the salary increases included in this agreement.

The district has taken several steps in the last few years to reduce the ongoing deficit and understands that this agreement will not help with resolving this issue. It was determined that the additional funds in 2018-19 from the retirement incentives would be the only opportunity to offer a salary increase to staff (other than step & column increases) in the foreseeable future and therefore offered this TA.

It was clearly communicated to all parties that these increases will require future reductions in expenses and/or new revenues to balance the district's budget. Any new funds received or expenses eliminated by the district will need to be prioritized towards eliminating the on going deficit spending.

G. Source of funding for proposed agreement.

Current year:

General Fund.

How will ongoing cost of the proposed agreement be funded in future years?

General Fund.

If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations).

General Fund with either reductions in expenses and/or new revenues to balance the district's budget

For multi-year agreements, please provide a multi-year financial projection covering the term of the agreement. Include all assumptions used in the projections enrollment growth, COLA, deficits, etc.

H. Describe the financial impact on other funds affected by the proposed settlement - consider Cafeteria, Adult Education, Deferred Maintenance

No other funds will be impacted by this agreement.

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard (after impact of Proposed Agreement)

a. Total expenditures, transfers out, and uses (including cost of proposal)	\$ 37,904,852
b. State Standard Minimum EUR Percentage for this district	3.00%
c. State Standard Minimum EUR amount for this district <i>(greater of line 1-c or \$65,000 for districts w/less than 100 ADA)</i>	\$ 1,137,146

2. Budgeted Unrestricted reserve (after impact of Proposed Agreement)

a. General Fund budgeted Unrestricted EUR	\$ 3,467,986
b. General Fund budgeted Unrestricted Unappropriated amount	\$ -
c. Special Reserve Fund budgeted EUR	\$ -
d. Special Reserve Fund budgeted Unappropriated amount	\$ -
e. Total District budgeted Unrestricted reserves	\$ 3,467,986

3. Do Unrestricted reserves meet the state minimum standard amount?

Yes No

IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET
 In accordance with E.C. 42142

Date of governing board approval of budget revisions in Col. 2 - May 14, 2019

If the board approved revisions are different from the proposed revisions in Col. 2, provide an updated report upon approval of the district governing board.

NOTE: Calculation includes TA for all groups and is unrestricted and restricted funds.

Current Year 1: 2018-19

	(Col. 1) Latest Board- approved budget before settlement (as of 2nd Interim March 12, 2019)	(Col. 2) Revisions Necessary as a result of proposed settlement	(Col. 3) Other Revisions <i>(Payout for All Retirement Incentives)</i>	(Col. 4) Total impact on budget (col. 1+2+3)
REVENUES				
LCFF Sources (8010-8099)	29,614,053	-	-	\$ 29,614,053
Remaining Revenues (8100-8799)	6,497,989	-	-	\$ 6,497,989
TOTAL REVENUES	36,112,042	-	-	\$ 36,112,042
EXPENDITURES				
1000 Certificated Salaries	16,379,914	-	455,000	\$ 16,834,914
2000 Classified Salaries	6,305,989	-	70,875	\$ 6,376,864
3000 Employee Benefits	8,151,562	-	-	\$ 8,151,562
4000 Books and Supplies	1,748,126	-	-	\$ 1,748,126
5000 Services and Operating Expenses	3,464,530	-	-	\$ 3,464,530
6000 Capital Outlay	1,410,297	-	-	\$ 1,410,297
7000 Other	444,434	-	-	\$ 444,434
TOTAL EXPENDITURES	37,904,852	-	525,875	\$ 38,430,727
OPERATING SURPLUS (DEFICIT)	(1,792,810)	-	(525,875)	\$ (2,318,685)
Other Sources and Transfers In	-			\$ -
Other Uses and Transfers Out	-			\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(1,792,810)	-	(525,875)	\$ (2,318,685)
BEGINNING BALANCE	\$ 6,955,534			\$ 6,955,534
ENDING BALANCE	\$ 5,162,724			\$ 4,636,849

IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS
In accordance with E.C. 42142

NOTE: Calculation includes TA for all groups and is unrestricted and restricted funds.

Year 2: <u>2019-20</u>				Year 3: <u>2020-21</u>			
(Col. 5) Latest Board- approved MYP before settlement	(Col. 6) Revisions Necessary as a result of proposed settlement	(Col. 7) Other Revisions <i>(All Retirement Incentives and Settlements from other groups)</i>	(Col. 8) Total impact on budget (col. 5+6+7)	(Col. 9) Latest Board- approved MYP before settlement	(Col. 10) Revisions Necessary as a result of proposed settlement	(Col. 11) Other Revisions <i>(All Retirement Incentives and Settlements from other groups)</i>	(Col. 12) Total impact on budget (col. 9+10+11)
\$ 30,736,745	\$ -	\$ -	\$ 30,736,745	\$ 31,572,421	\$ -	\$ -	\$ 31,572,421
\$ 4,912,505	\$ -	\$ -	\$ 4,912,505	\$ 4,912,505	\$ -	\$ -	\$ 4,912,505
\$ 35,649,250	\$ -	\$ -	\$ 35,649,250	\$ 36,484,926	\$ -	\$ -	\$ 36,484,926
\$ 16,624,572	\$ 141,727	\$ (434,610)	\$ 16,331,689	\$ 16,962,063	\$ 290,540	\$ (377,803)	\$ 16,874,800
\$ 6,215,332	\$ -	\$ (15,658)	\$ 6,199,674	\$ 6,343,139	\$ -	\$ 60,614	\$ 6,403,753
\$ 8,353,554	\$ 28,273	\$ (85,490)	\$ 8,296,337	\$ 8,766,764	\$ 57,960	\$ (51,961)	\$ 8,772,763
\$ 1,078,794	\$ -	\$ -	\$ 1,078,794	\$ 1,078,794	\$ -	\$ -	\$ 1,078,794
\$ 3,372,178	\$ -	\$ -	\$ 3,372,178	\$ 3,398,923	\$ -	\$ -	\$ 3,398,923
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 440,879	\$ -	\$ -	\$ 440,879	\$ 447,024	\$ -	\$ -	\$ 447,024
\$ 36,085,309	\$ 170,000	\$ (535,758)	\$ 35,719,551	\$ 36,996,707	\$ 348,500	\$ (369,150)	\$ 36,976,057
\$ (436,059)	\$ (170,000)	\$ 535,758	\$ (70,301)	\$ (511,781)	\$ (348,500)	\$ 369,150	\$ (491,131)
			\$ -				\$ -
			\$ -				\$ -
\$ (436,059)	\$ (170,000)	\$ 535,758	\$ (70,301)	\$ (511,781)	\$ (348,500)	\$ 369,150	\$ (491,131)
			\$ 4,636,849				\$ 4,566,548
			\$ 4,566,548				\$ 4,075,416

Certification No. 1

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of _____ Rescue School District _____, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the _____ Rescue Union Federation of Teacheres _____ Bargaining Unit, during the term of the agreement from _____ July 1, 2019 _____ to _____ June 30, 2021 _____.

- The budget revisions necessary to meet the costs of the agreement in year of its term are reflected on pages 5 & 6 of this document.
- N/A - No budget revisions necessary.

District Superintendent (Signature)	Date
Chief Business Official (Signature)	Date

Certification #2

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the *Public Disclosure of Proposed Bargaining Agreement* in accordance with the requirement of AB 1200 and Government Code Section 3547.5.

District Superintendent or Designee (Signature)	Date
Sean Martin	530-672-4803
Contact Person	Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on _____ May 14, 2019 _____, took action to approve the proposed agreement with the Bargaining Unit.

President (or Clerk), Governing Board (Signature)	Date
---	------

ITEM#: 8
DATE: May 21, 2019

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: **AB1200 Disclosure-Classified Employees (CSEA);
Tentative Agreement & Salary Schedules for 2019-20;
Tentative Agreement *for Compensation* & Salary Schedules for 2020-
21; *and* MOUs for Savings Related to Opting Out, Longevity, and
Professional Development Funds for Classified Employees**

BACKGROUND:

This public disclosure is required for all negotiations agreements entered into by the district under Government Code Section 3547.5.

STATUS:

This document includes all known changes in costs based on current assignment and staffing for **Classified Employees (CSEA)** for the 2019-20 fiscal year. The District and **Classified Employees (CSEA)** have agreed to a 1.0% increase on the salary schedule effective to July 1, 2019. In addition, Classified Staff will receive 1.0% on the salary schedule in 2020-21.

FISCAL IMPACT:

This amount will be incorporated into the Fiscal Year 2019-20 and subsequent year's 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.

RECOMMENDATION:

District staff recommends the Board of Trustees approve the Tentative Agreement with the **Classified Employees (CSEA)** of the Rescue Union School District, MOUs, and the AB1200 Disclosure.

CSEA Sig. *Claudia S. Miller*

RUSD Sig. *[Signature]*

April 11, 2019

TENTATIVE AGREEMENT

For 2019-2020

Between

Rescue Union School District

and the

California School Employee Association Chapter #737

April 11, 2019



The Rescue Union School District and the California School Employee Association Chapter #737 agree to the following:

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2. Definitions – Page 7

Seniority – There are a variety of types of seniority found within this Agreement. When no specification is made, seniority means the time from the first paid date of service to the District to the present (also called “Hire Date” and “District seniority”). Additionally, seniority is:

- a. Site Seniority: Determined by the first day in paid service at the site, regardless of classification.
- b. Classification Seniority: Determined by first day in paid status in classification.

Step Date – Step date is the date upon which an employee moves on the salary schedule.

~~The step date for personnel hired prior to July 1, 2005, shall be the anniversary of their first date of service to the District as a probationary employee.~~

~~The step date for personnel hired between July 1, 2005 and the last day of February 2006 and between July 1 and February of any subsequent years shall be July 1 of the next succeeding year.~~

~~The step date for any probationary employee hired on or after March 1, 2005 and between March 1 and June 30 of any subsequent year shall initially be the second succeeding July 1, and thereafter shall be July 1 of each succeeding year.~~

Reassignment – A move from one position to another position within a classification.

Vacancy – A vacancy occurs when an employee leaves an existing position or when a new position is created.

3. Article 15: Health Benefits

ARTICLE XV
HEALTH BENEFITS

15.1 District Contribution

The District shall contribute to medical benefits up to a negotiated CAP for employees. Coverage plan amounts will be prorated according to the amount of hours worked. The current health benefit level for full-time employees is provided for in Appendix "A" Salary and Health Benefit Schedule, attached to, and incorporated into, this Agreement.

~~(a) Kaiser health coverage is offered on a 3-tiered rate structure.~~
~~(b) Blue Cross health coverage is offered on a 3-tiered rate structure, Preferred Provider Plan.~~

15.2 Vision / Dental

Employees working five (5) or more hours per day shall receive fully paid dental and vision coverage.

15.3 Eligibility

For employees who are currently enrolled in the district health insurance plan:

Twelve (12) month employees who work 8 hours per day will be provided twelve (12) months of insurance coverage.

Part time employees working 4 or more hours per day are eligible for twelve (12) months of insurance coverage based on the following schedule:

35-40 hours per week = 1.00 FTE
25-34 hours per week = .75 FTE
20-24 hours per week = .50 FTE

15.4 Changes / Enrollment Period

All changes to insurance plans, including the decision to opt-out, can only take place during the annual open enrollment period except for qualifying events ~~covered by COBRA.~~

All employees have the option to opt-out of health benefits during the open enrollment period.

15.5 Termination of Employment

If any employee is covered by District health coverage and is vacating their employment with the District, they are eligible to continue their coverage per COBRA guidelines.

4. Article 16: Salary

Note: For the 2019-2020 school year it was agreed to increase the salary schedule by 1% effective July 1, 2019, and for the 2020-2021 school year, increase the salary schedule by 1%.

The District and the Association mutually agree to discuss the possibility of re-opening negotiations regarding compensation in 2019-20 and 2020-21 if average daily attendance and/or the budget forecast significantly improves. Additionally, should any other bargaining unit receive additional compensation on the salary schedule, the association may reopen salary negotiations.

ARTICLE XVI

SALARY

16.1 Rate of Pay

The regular rate of pay for each classified employee shall be in accordance with the rates established for each classification as provided for in Appendix "A" Salary and Health Benefits Schedule, attached to, and incorporated into, this Agreement.

Classified employees working in a higher classification than their regular classification shall be compensated at their step on the higher classification on the salary schedule after the third consecutive day of work, retroactive to the first day worked. Classified employees working in a higher classification than their regular classification for less than three consecutive days shall be compensated at their own regular rate of pay.

Ex: A Custodian (lower classification) works as a Lead Custodian (higher classification) for five consecutive days. They would receive their current step as Custodian on the Lead Custodian classification step for all five days.

Ex: A Para-educator (lower classification) works as an IIF (higher classification) for one day. They would receive their regular rate of pay for that day.

Additionally, when an employee works in a higher classification for at least three consecutive days, and on either the day before or the day after a holiday, the employee receives the higher pay rate for the holiday.

Employees working in a lower classification than their regular classification maintain their regular classification maintain their higher rate of pay. This includes regular hours, overtime hours and/or hours covering the absence of another employee.

Ex: A Lead Custodian (higher classification) works as a Custodian (lower classification). They would receive their regular rate of pay for all hours worked.

16.2 Itemized Deductions

All regular paychecks of classified employees shall be itemized to include all deductions and overtime.

16.3 Anniversary Date – Hire Date

16.3.1 An employee's hire date (anniversary) will be the date upon which the employee first renders paid service as a probationary/permanent employee in any classification.

16.3.2 Once a bargaining unit employee's hire date is established, it will not be changed whether or not a bargaining unit employee is promoted, demoted, reclassified, or in any other manner affected by a change in salary range. Should there be an approved leave, there shall be no adjustment in hire date. Should there be an employee resignation, it shall be considered a break in service.

~~16.3.3 Employees hired before July 1, 2005 shall advance on the anniversary of their hire date.~~

16.3.4 For purposes of salary schedule placement, probationary employees hired between ~~July 1, 2013 and the last day of November 2013 and between~~ July 1 through November 30 of any ~~subsequent~~ years shall be considered to have worked a full year and will be moved to the next higher step on the salary schedule for the next succeeding year effective July 1.

16.3.5 Any probationary employee hired ~~on or after December 1, 2013 and~~ between December 1st through June 30th ~~of any subsequent year~~ shall remain at the same step on the salary schedule during the entire next succeeding year.

~~16.4 Longevity~~

~~Employees hired before July 1, 2005 will receive an additional:~~

~~16.4.1—5% increase upon completion of the tenth year of service (employee's anniversary date)~~

~~16.4.2—5% increase upon the completion of the fifteenth year of service (employee's anniversary date)~~

~~16.4.3—5% increase upon completion of the twentieth year of service (employee's anniversary date)~~

~~16.4.4—5% increase upon completion of the twenty-fifth year of service from the employee's hire date~~

~~Employees hired on or after July 1, 2005 will receive an additional 5% step increase upon completion of the ninth, fourteenth, nineteenth and twenty-fourth years of service following their first step date.~~

16.5 Comparisons

Prior to salary negotiations, salary data will be compared to mutually agreed upon districts upon request by either party.

16.6 Job Descriptions

Job descriptions will be reviewed every five years or as mutually agreed.

5. APPENDIX – Salary Schedule

APPENDIX - Salary & Health Schedule/ Job classifications.....62-65

2019-20 – See attached PDF

2020-21 – See attached PDF



MOU AGREEMENT

For 2019-2020

Between

Rescue Union School District

and the

California School Employee Association Chapter #737

April 11, 2019

CSEA/RUSD MOU Agreement

CSEA Sig.

RUSD Sig.

April 11, 2019



The Rescue Union School District and the California School Employee Association Chapter #737 agree to the following MOU:

MOU Language RE: Elimination of longevity, creation of steps 7 – 26 on the salary schedule, and revision of anniversary date.

Longevity

All references to longevity will be removed from the contract, and in its place step A-F on the salary schedule will become steps 1-6 and steps 7-26 will be added. Steps 11, 16, 21, and 26 will reflect a 5% increase over the preceding step reflecting the equivalent increase from longevity.

For purposes of placement on the salary schedule starting in 2019-20 all employees who currently receive longevity or will receive longevity in six (6) years or less (Hired on or before 2014-15 school year) will be placed on the appropriate step (6 - 26) so that they receive the next salary increase at the same time as they would have received longevity under the old schedule.

Those employees in 2018-19 that are on step F/6, but have 7 years or more before longevity would occur will be placed again on step 6 for the 2019-20 school year and step forward normally starting in the 2020-21 year.

Let it be recognized that those employees that were hired after 2014-15 and were initial placed on Step B or higher will be accelerated to receive the equivalent first longevity step and this additional cost will affect the district budget starting in 2023-24.

Anniversary Date

Currently, employees hired before July 1, 2005 advance on the anniversary of their hire date for salary schedule placement.

For purposes of salary schedule placement, effective July 1, 2019, employees hired before July 1, 2005 will have their anniversary of their hire date for salary schedule placement moved back to July 1. In recognition of this date change, these employees will be moved forward one step on the salary schedule. Employees are not moving an additional step only receiving the step increase they would have received in 2019-20 effective July 1 instead of their original anniversary date.



MOU AGREEMENT

Between

Rescue Union School District

and the

California School Employee Association Chapter #737

April 11, 2019

CSEA/RUSD MOU	
CSEA Sig.	
RUSD Sig.	
April 11, 2019	



The Rescue Union School District and the California School Employee Association Chapter #737 agree to the following:

MOU for Savings Related to Opting Out

Only 260 day, full-time (1.0 FTE) employees are required to take medical insurance with CVT under the current CSEA contract. This limits the number of employees who would create a cost savings due to opting-out of medical coverage.

Currently, there are 24 positions that meet the required insurance participation requirement (Lead Maintenance Technician (3), Utility/Maintenance Technician (3), Lead Custodian (7), Custodian (7), Technology Support Specialist (2), Account Technician (1), and Database Support Specialist (1))

The annual savings generated from one of these positions opting out of medical insurance would be \$5,844.

It has been mutually agreed to allow all employees regardless of status, to opt out of medical coverage. No additional payment will be offered to these employees. Below is the language to be included in Article XV Health Benefits:

15.4 Changes / Enrollment Period

All changes to insurance plans, including the decision to opt-out, can only take place during the annual open enrollment period except for qualifying events **covered by COBRA**.

All employees have the option to opt-out of health benefits during the open enrollment period.

It has been agreed that a one-time payment in the 2019-20 fiscal year will occur based upon the following breakdown:

- The number of participants in medical coverage and the number of full-time employees who opt out will be calculated in January 2020, as this will be the first full cycle opportunity for employees to opt out.
- The number of full-time employees that opt out will create a pool of funds.
- This pool will be divided by the number of employees who take medical coverage prorated by their FTE and the number of full-time 260 day employees who opt out as of January 1, 2020.
- The amount per person will be paid as a one-time payment prorated to those who take medical coverage and those who opt out.

Example: Assuming five employees opt out and there are 60 employees (10 of which are .75 FTE) taking medical coverage.

5 Opt-out = 5 x \$5,844 = \$29,220 Pool

50 employees at 1.0 FTE + 10 employees at .75 + 5 Opt out = 50+(10 x .75= 7.5) + 5 = 62.50

\$29,220 pool / 62.50 = \$467.52 for full time employees/opt-out employees and \$350.64 for the 10 0.75 FTE employees

- The one-time payment to participants will occur in January 2020.
- The District is making the following concessions as this will be a one-time payout in 2019-20 and will not occur again.
 - District will not be allocated 1/3 of the savings generated to offset expenses related to change to CalPERS.
 - Additionally, the savings created in the pool is an annualized amount, but the savings for the 2019-20 fiscal year is only from January – June, so the District will be allocating an additional 50% cost for this payment.
 - If any opt out participants due to a qualifying event decide to take insurance, the District will be responsible for the extra cost paid out in 2019-20.

Memorandum of Understanding

between

Rescue Union School District

and

California School Employees Association and its Rescue Chapter No. 737

The above parties have met and negotiated the decision, impacts, and effects relating to recently passed legislation, AB 1808 (Education Omnibus Trailer Bill), which became law on June 27, 2018. The parties have reached the following agreement with regard to Professional Development Funds for Classified Employees, which is part of this Education Omnibus Trailer Bill, AB 1808.

Professional Development Funds for Classified Employees

1. The District agrees to provide trainings to classified employees of the District from the grant monies received from the “Professional Development Funds for Classified Employees;”
2. The District agrees that “Professional Development Funds for Classified Employees” grant money shall not be used to supplant existing trainings which have occurred and been funded by the District, but shall be additional trainings to benefit and enhance classified staff development;
3. Training may be identified for each “job family,” including, Transportation, Food Services, Campus Safety, Paraeducator, Clerical, Maintenance and Operations, Finance/Accounting, and Information Systems.
 - Identification of specific, relevant trainings shall be done by CSEA appointees and District administration, who shall meet, discuss, and make recommendations for trainings.
4. The District agrees to treat CSEA as a preferred training provider and to give first consideration to classified development programs offered by the Union, including but not limited to the Para Institute, the Maintenance and Operations Academy, and other stand alone trainings;
5. No costs of training are to be borne by classified school employees;
6. The District shall reimburse all classified school employees for mileage at the IRS rate for all miles driven by the employee to attend training;
7. The District shall reimburse all classified school employees for overnight accommodations, if required to attend training;
8. Trainings shall be scheduled during the work year, and regular work week of affected job families;

9. All classified employees shall be in paid status, and compensated at the appropriate rate of pay while being trained;
10. Substitutes shall be provided where work cannot be deferred during training of regular employees;
11. Substitutes shall be provided for any bargaining unit member whose is regularly assigned to a night shift. This substitute will relieve the bargaining worker from their regular shift on the day(s) in which they receive day-time training;
12. Attendance at trainings may be mandated by the District, attendance may be taken at both the start and end of the training;
13. There shall be no discipline, including verbal or written warnings, given for any regular work not performed while a bargaining unit member was in training;
14. Site administrators shall be authorized to approve extra hours, overtime, or compensatory time (regular or overtime), to alleviate any work load problem which is identified in the first five days following a scheduled training when such an impact cannot be minimized by prioritizing the bargaining unit member's daily work.

Tentatively agreed on 3/19/ 2019



SEAN MARTIN

Claudia D. Sallers

CLAUDIA D. SALLERS



CESAR MATA

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5; CCR, Title V, Section 15449

SELECT DISTRICT HERE: Rescue School District

The proposed agreement is a Two-year agreement that covers the period beginning July 1, 2019 and ending June 30, 2021, and will be acted upon by the Governing Board at its meeting on May 14, 2019. The General Fund is impacted as follows. Impact on other funds is addressed in the narrative.

Bargaining Unit Group	Check one by marking with "x"	Cost of 1% *
Certificated		\$ -
Classified	x	\$ 73,000
Confidential/Management		\$ -
Other		\$ -

* includes salary and related benefits, e.g. STRS, PERS, Workers Compensation, Unemployment

A. Proposed Change in Compensation

	Compensation	\$ Fiscal Impact of Proposed Agreement			%		
		Year 1 FY 18-19	Year 2 FY 19-20	Year 3 FY 20-21	Year 1 FY 18-19	Year 2 FY 19-20	Year 3 FY 20-21
1	Salary Schedule - Increase(Decrease)	-	56,262	112,525	0.00%	0.77%	1.54%
2	Step and Column - Increase (Decrease) due to movement plus any changes due to settlement	-	-	2,813	0.00%	0.00%	0.04%
3	Other Compensation (complete description below)	-	-	-	0.00%	0.00%	0.00%
4	Statutory Benefits - Increase (Decrease) in STRS, PERS,FICA,WC,UI,Medicare, etc. (may be included in costs above or shown separately)	-	16,738	34,312	0.00%	0.23%	0.47%
5	Health/Welfare Benefits - Increase (Decrease)	-	-	-	0.00%	0.00%	0.00%
6	Total Compensation	-	73,000	149,650	0.00%	1.00%	2.05%
7	Total Number of Represented Employees	156	156	156			
8	Total Compensation Average Cost per Employee - Increase (Decrease)	-	468	959			

9 **Other Compensation - Increase (Decrease) (Stipends, Bonuses, etc.) Provide Description Below**

The bargaining unit has voted to change medical insurance brokers which will allow for opting out of coverage with the district for full-time employees. A MOU has been signed that will create a one-time payment to share the savings generated from the opt out in January 2020 to all those that opt out and take medical coverage.

10 **Were any additional steps, columns, or ranges added to the schedules?** YES NO

If YES, please explain below

All references to longevity will be removed from the contract, and in its place step A-F on the salary schedule will become steps 1-6 and steps 7-26 will be added. Steps 11, 16, 21, and 26 will reflect a 5% increase over the preceding step reflecting the equivalent increase from longevity.

11 **Does this bargaining group have a negotiated cap for Health and Welfare benefits?** YES NO

If YES, please indicate the cap amount.

\$ 7,554.97

- A. **Proposed change in compensation.** Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary

District and CSEA agree to an on going increase to the 2019-20 classified salary schedule by 1%. Additionally, the District and CSEA agree to an on going increase to the 2020-21 classified salary schedule by 1%.

- B. **Proposed negotiated changes in non-compensation items** (e.g. class size adjustments, staff development days, teacher prep time, etc.)

None.

- C. **What are the specific impacts on instructional and support programs to accommodate the settlement?** Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

None.

- D. **What contingency language is included in the proposed agreement?** Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

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

- E. **Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

As noted on page 1, number 9 - The bargaining unit has voted to change medical insurance brokers which will allow for opting out of coverage with the district for full-time employees. Those that qualify will receive cash-in-lieu, but there is no additional cost to the district due to funds being used from the cap that was offered.

F. Will this agreement create, or increase an operating deficit in the current or subsequent year(s)? An operating deficit is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

This agreement will create an unrestricted ongoing operating deficit of \$114,000 in 19-20, and a deficit of \$536,000 in 20-21.

The district offered a retirement incentive to all non-management/administration positions and the savings generated from this was the primary funds used to offer the salary increases included in this agreement.

The district has taken several steps in the last few years to reduce the ongoing deficit and understands that this agreement will not help with resolving this issue. It was determined that the additional funds in 2018-19 from the retirement incentives would be the only opportunity to offer a salary increase to staff (other than step & column increases) in the foreseeable future and therefore offered this TA.

It was clearly communicated to all parties that these increases will require future reductions in expenses and/or new revenues to balance the district's budget. Any new funds received or expenses eliminated by the district will need to be prioritized towards eliminating the on going deficit spending.

G. Source of funding for proposed agreement.

Current year:

General Fund.

How will ongoing cost of the proposed agreement be funded in future years?

General Fund.

If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations).

General Fund with either reductions in expenses and/or new revenues to balance the district's budget

For multi-year agreements, please provide a multi-year financial projection covering the term of the agreement. Include all assumptions used in the projections enrollment growth, COLA, deficits, etc.

H. Describe the financial impact on other funds affected by the proposed settlement - consider Cafeteria, Adult Education, Deferred Maintenance

No other funds will be impacted by this agreement.

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard (after impact of Proposed Agreement)

a. Total expenditures, transfers out, and uses (including cost of proposal)	\$ 37,904,852
b. State Standard Minimum EUR Percentage for this district	3.00%
c. State Standard Minimum EUR amount for this district <i>(greater of line 1-c or \$65,000 for districts w/less than 100 ADA)</i>	\$ 1,137,146

2. Budgeted Unrestricted reserve (after impact of Proposed Agreement)

a. General Fund budgeted Unrestricted EUR	\$ 3,467,986
b. General Fund budgeted Unrestricted Unappropriated amount	\$ -
c. Special Reserve Fund budgeted EUR	\$ -
d. Special Reserve Fund budgeted Unappropriated amount	\$ -
e. Total District budgeted Unrestricted reserves	\$ 3,467,986

3. Do Unrestricted reserves meet the state minimum standard amount?

Yes No

IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET
In accordance with E.C. 42142

Date of governing board approval of budget revisions in Col. 2 - May 14, 2019

If the board approved revisions are different from the proposed revisions in Col. 2, provide an updated report upon approval of the district governing board.

NOTE: Calculation includes TA for all groups and is unrestricted and restricted funds.

Current Year 1: 2018-19

	(Col. 1) Latest Board- approved budget before settlement (as of 2nd Interim March 12, 2019)	(Col. 2) Revisions Necessary as a result of proposed settlement	(Col. 3) Other Revisions <i>(Payout for All Retirement Incentives)</i>	(Col. 4) Total impact on budget (col. 1+2+3)
REVENUES				
LCFF Sources (8010-8099)	29,614,053	-	-	\$ 29,614,053
Remaining Revenues (8100-8799)	6,497,989	-	-	\$ 6,497,989
TOTAL REVENUES	36,112,042	-	-	\$ 36,112,042
EXPENDITURES				
1000 Certificated Salaries	16,379,914	-	455,000	\$ 16,834,914
2000 Classified Salaries	6,305,989	-	70,875	\$ 6,376,864
3000 Employee Benefits	8,151,562	-	-	\$ 8,151,562
4000 Books and Supplies	1,748,126	-	-	\$ 1,748,126
5000 Services and Operating Expenses	3,464,530	-	-	\$ 3,464,530
6000 Capital Outlay	1,410,297	-	-	\$ 1,410,297
7000 Other	444,434	-	-	\$ 444,434
TOTAL EXPENDITURES	37,904,852	-	525,875	\$ 38,430,727
OPERATING SURPLUS (DEFICIT)	(1,792,810)	-	(525,875)	\$ (2,318,685)
Other Sources and Transfers In	-			\$ -
Other Uses and Transfers Out	-			\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(1,792,810)	-	(525,875)	\$ (2,318,685)
BEGINNING BALANCE	\$ 6,955,534			\$ 6,955,534
ENDING BALANCE	\$ 5,162,724			\$ 4,636,849

IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS
In accordance with E.C. 42142

NOTE: Calculation includes TA for all groups and is unrestricted and restricted funds.

Year 2: <u>2019-20</u>				Year 3: <u>2020-21</u>			
(Col. 5) Latest Board- approved MYP before settlement	(Col. 6) Revisions Necessary as a result of proposed settlement	(Col. 7) Other Revisions <i>(All Retirement Incentives and Settlements from other groups)</i>	(Col. 8) Total impact on budget (col. 5+6+7)	(Col. 9) Latest Board- approved MYP before settlement	(Col. 10) Revisions Necessary as a result of proposed settlement	(Col. 11) Other Revisions <i>(All Retirement Incentives and Settlements from other groups)</i>	(Col. 12) Total impact on budget (col. 9+10+11)
\$ 30,736,745	\$ -	\$ -	\$ 30,736,745	\$ 31,572,421	\$ -	\$ -	\$ 31,572,421
\$ 4,912,505	\$ -	\$ -	\$ 4,912,505	\$ 4,912,505	\$ -	\$ -	\$ 4,912,505
\$ 35,649,250	\$ -	\$ -	\$ 35,649,250	\$ 36,484,926	\$ -	\$ -	\$ 36,484,926
\$ 16,624,572	\$ -	\$ (292,883)	\$ 16,331,689	\$ 16,962,063	\$ -	\$ (87,263)	\$ 16,874,800
\$ 6,215,332	\$ 56,262	\$ (71,920)	\$ 6,199,674	\$ 6,343,139	\$ 115,338	\$ (54,724)	\$ 6,403,753
\$ 8,353,554	\$ 16,738	\$ (73,955)	\$ 8,296,337	\$ 8,766,764	\$ 34,312	\$ (28,313)	\$ 8,772,763
\$ 1,078,794	\$ -	\$ -	\$ 1,078,794	\$ 1,078,794	\$ -	\$ -	\$ 1,078,794
\$ 3,372,178	\$ -	\$ -	\$ 3,372,178	\$ 3,398,923	\$ -	\$ -	\$ 3,398,923
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 440,879	\$ -	\$ -	\$ 440,879	\$ 447,024	\$ -	\$ -	\$ 447,024
\$ 36,085,309	\$ 73,000	\$ (438,758)	\$ 35,719,551	\$ 36,996,707	\$ 149,650	\$ (170,300)	\$ 36,976,057
\$ (436,059)	\$ (73,000)	\$ 438,758	\$ (70,301)	\$ (511,781)	\$ (149,650)	\$ 170,300	\$ (491,131)
			\$ -				\$ -
			\$ -				\$ -
\$ (436,059)	\$ (73,000)	\$ 438,758	\$ (70,301)	\$ (511,781)	\$ (149,650)	\$ 170,300	\$ (491,131)
			\$ 4,636,849				\$ 4,566,548
			\$ 4,566,548				\$ 4,075,416

Certification No. 1

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of _____ Rescue Union School District _____, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the _____ Rescue Union Federation of Teacheres _____ Bargaining Unit, during the term of the agreement from _____ July 1, 2019 _____ to _____ June 30, 2021 _____.

- The budget revisions necessary to meet the costs of the agreement in year of its term are reflected on pages 5 & 6 of this document.
- N/A - No budget revisions necessary.

District Superintendent (Signature)	Date
Chief Business Official (Signature)	Date

Certification #2

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the *Public Disclosure of Proposed Bargaining Agreement* in accordance with the requirement of AB 1200 and Government Code Section 3547.5.

District Superintendent or Designee (Signature)	Date
Sean Martin	530-672-4803
Contact Person	Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on _____ May 14, 2019 _____, took action to approve the proposed agreement with the Bargaining Unit.

President (or Clerk), Governing Board (Signature)	Date
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RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: **AB1200 Disclosure-Confidential/ Management/ Administration Employees (Unrepresented) including Assistant Superintendents and Superintendent. Tentative Agreement for 2019-20; and Tentative Agreement for Compensation for 2020-21**

BACKGROUND:

This public disclosure is required for all negotiations agreements entered into by the district under Government Code Section 3547.5.

STATUS:

This document includes all known changes in costs based on current assignment and staffing for **Confidential/ Management/ Administration Employees (Unrepresented) including Assistant Superintendents and Superintendent** for the 2019-20 and 2020-21 fiscal years. The District and **Confidential/ Management/ Administration Employees (Unrepresented) including Assistant Superintendents and Superintendent** have agreed to a 1.0% increase on the salary schedule for 2019-20 effective July 1, 2019. In addition, **Confidential/ Management/ Administration Employees (Unrepresented) including Assistant Superintendents and Superintendent** will receive 1.0% on the salary schedule in 2020-21.

FISCAL IMPACT:

This amount will be incorporated into the Fiscal Year 2019-20 and subsequent year's 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.

RECOMMENDATION:

District staff recommends the Board of Trustees approve the Tentative Agreement with the **Confidential/ Management/ Administration Employees (Unrepresented) including Assistant Superintendents and Superintendent** of the Rescue Union School District for 2019-20 and 2020-21, and the AB1200 Disclosure.



RESCUE UNION SCHOOL DISTRICT
Confidential Staff Two-Year Agreement
2019-2021

Salary

- For the 19-20 school year, it is agreed to increase the salary schedule by 1% effective to July 1, 2019.
- For the 20-21 school year, it is agreed to increase the salary schedule by 1% effective July 1, 2020.

The District and Confidential Staff mutually agree that if the RUFT and CSEA Unions receive any additional salary schedule compensation in 2019-2021 the confidential group will receive the same (i.e. "Me too clause.")

Fringe Benefits

The Confidential Staff will move to CalPERS for medical coverage. All employees may opt out of district provided medical benefits. If full-time employees (1.0 FTE) wish to participate in opt out/cash-in-lieu, they need to provide proof of medical coverage.

In-lieu of taking medical insurance provided through the District, the employee would receive cash-in-lieu up to \$3,600 annually, paid for each month of qualified coverage starting October 1, 2019.

Employees who start the plan year opting-out of medical coverage and wish to participate in medical coverage after open enrollment due to a qualifying event may do so, and they will receive the monthly cap instead of the cash-in-lieu payment for the remainder of the coverage period.

Employees who start the plan year with medical coverage and wish to opt out due to a qualifying event may do so, but they will not receive any cash-in-lieu for the remainder of the coverage period.

Confidential Staff:

Date: 4-25-19

Janice Klee

Janice Klee

Sharon Laurel

Sharon L Laurel

Kandace Page

Kandace Page

Cindy Pope

Cindy Pope

Karen Schudy

Karen Schudy

Virginia Tahmahkera

Virginia Tahmahkera

District Superintendent:

Date: 4-29-19

Cheryl Olson

Cheryl Olson

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
In Accordance with AB1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5; CCR, Title V, Section 15449

SELECT DISTRICT HERE: Rescue School District

The proposed agreement is a Two-year agreement that covers the period beginning July 1, 2019 and ending June 30, 2021, and will be acted upon by the Governing Board at its meeting on May 14, 2019. The General Fund is impacted as follows. Impact on other funds is addressed in the narrative.

Bargaining Unit Group

- Certificated
- Classified
- Confidential/Management
- Other

Check one by marking with "x"	Cost of 1% *
x	\$ 35,000
	\$ -

* includes salary and related benefits, e.g. STRS, PERS, Workers Compensation, Unemployment

A. Proposed Change in Compensation

	Compensation	\$ Fiscal Impact of Proposed Agreement		
		Year 1 FY 18-19	Year 2 FY 19-20	Year 3 FY 20-21
1	Salary Schedule - Increase(Decrease)	-	28,399	56,798
2	Step and Column - Increase (Decrease) due to movement plus any changes due to settlement	-	-	1,420
3	Other Compensation (complete description below)	-	-	-
4	Statutory Benefits - Increase (Decrease) in STRS, PERS,FICA,WC,UI,Medicare, etc. (may be included in costs above or shown separately)	-	6,601	13,532
5	Health/Welfare Benefits - Increase (Decrease)	-	-	-
6	Total Compensation	-	35,000	71,750
7	Total Number of Represented Employees	32	30	30
8	Total Compensation Average Cost per Employee - Increase (Decrease)	-	1,167	2,392

%		
Year 1 FY 18-19	Year 2 FY 19-20	Year 3 FY 20-21
Cost of 1%: \$35,000		
0.00%	0.81%	1.62%
0.00%	0.00%	0.04%
0.00%	0.00%	0.00%
0.00%	0.19%	0.39%
0.00%	0.00%	0.00%
0.00%	1.00%	2.05%

9 **Other Compensation - Increase (Decrease) (Stipends, Bonuses, etc.) Provide Description Below**

Both District bargaining groups (RUFT & CSEA) have voted to change medical insurance brokers and do to the size of the unrepresented group the entire group will move as well. This will allow for opting out of coverage with the district for full-time employees. Due to small size of the group, there is no ability to add funds to the medical cap from the savings created by opting out; therefore, the savings allocated to the group will be applied to the cash in lieu and no funds will be applied to the medical cap. Those that qualify will receive \$3,600 annually as cash-in-lieu, but there is no additional cost to the district due to savings created from not receiving the medical cap.

10 **Were any additional steps, columns, or ranges added to the schedules?** YES NO
If YES, please explain below

N/A

11 **Does this bargaining group have a negotiated cap for Health and Welfare benefits?** YES NO
If YES, please indicate the cap amount. \$7,249.27

- A. **Proposed change in compensation.** Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary

Unrepresented group will receive an on going increase to the 2019-20 certificated salary schedule by 1%. Additionally, the District and Federation agree to an on going increase to the 2020-21 certificated salary schedule by 1%.

- B. **Proposed negotiated changes in non-compensation items** (e.g. class size adjustments, staff development days, teacher prep time, etc.)

None.

- C. **What are the specific impacts on instructional and support programs to accommodate the settlement?** Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

None.

- D. **What contingency language is included in the proposed agreement?** Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

If any bargaining unit negotiates an additional salary schedule increase in 2019-2021, the unrepresented group will receive the same (i.e. Me too clause).

- E. **Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

As noted on page 1, number 9 - The District will change medical insurance brokers which will allow for opting out of coverage with the district for full-time employees. Those that qualify will receive cash-in-lieu, but there is no additional cost to the district due to funds being used from the cap that was offered.

F. Will this agreement create, or increase an operating deficit in the current or subsequent year(s)? An operating deficit is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

This agreement will create an unrestricted ongoing operating deficit of \$114,000 in 19-20, and a deficit of \$536,000 in 20-21.

The district offered a retirement incentive to all non-management/administration positions and the savings generated from this was the primary funds used to offer the salary increases included in this agreement.

The district has taken several steps in the last few years to reduce the ongoing deficit and understands that this agreement will not help with resolving this issue. It was determined that the additional funds in 2018-19 from the retirement incentives would be the only opportunity to offer a salary increase to staff (other than step & column increases) in the foreseeable future and therefore offered this TA.

It was clearly communicated to all parties that these increases will require future reductions in expenses and/or new revenues to balance the district's budget. Any new funds received or expenses eliminated by the district will need to be prioritized towards eliminating the on going deficit spending.

G. Source of funding for proposed agreement.

Current year:

General Fund.

How will ongoing cost of the proposed agreement be funded in future years?

General Fund.

If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations).

General Fund with either reductions in expenses and/or new revenues to balance the district's budget

For multi-year agreements, please provide a multi-year financial projection covering the term of the agreement. Include all assumptions used in the projections enrollment growth, COLA, deficits, etc.

H. Describe the financial impact on other funds affected by the proposed settlement - consider Cafeteria, Adult Education, Deferred Maintenance

No other funds will be impacted by this agreement.

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard (after impact of Proposed Agreement)

a. Total expenditures, transfers out, and uses (including cost of proposal)	\$ 37,904,852
b. State Standard Minimum EUR Percentage for this district	3.00%
c. State Standard Minimum EUR amount for this district <i>(greater of line 1-c or \$65,000 for districts w/less than 100 ADA)</i>	\$ 1,137,146

2. Budgeted Unrestricted reserve (after impact of Proposed Agreement)

a. General Fund budgeted Unrestricted EUR	\$ 3,467,986
b. General Fund budgeted Unrestricted Unappropriated amount	\$ -
c. Special Reserve Fund budgeted EUR	\$ -
d. Special Reserve Fund budgeted Unappropriated amount	\$ -
e. Total District budgeted Unrestricted reserves	\$ 3,467,986

3. Do Unrestricted reserves meet the state minimum standard amount?

Yes No

IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET
 In accordance with E.C. 42142

Date of governing board approval of budget revisions in Col. 2 - May 14, 2019

If the board approved revisions are different from the proposed revisions in Col. 2, provide an updated report upon approval of the district governing board.

NOTE: Calculation includes TA for all groups and is unrestricted and restricted funds.

Current Year 1: 2018-19

	(Col. 1) Latest Board- approved budget before settlement (as of 2nd Interim March 12, 2019)	(Col. 2) Revisions Necessary as a result of proposed settlement	(Col. 3) Other Revisions <i>(Payout for All Retirement Incentives)</i>	(Col. 4) Total impact on budget (col. 1+2+3)
REVENUES				
LCFF Sources (8010-8099)	29,614,053	-	-	\$ 29,614,053
Remaining Revenues (8100-8799)	6,497,989	-	-	\$ 6,497,989
TOTAL REVENUES	36,112,042	-	-	\$ 36,112,042
EXPENDITURES				
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2000 Classified Salaries	6,305,989	-	70,875	\$ 6,376,864
3000 Employee Benefits	8,151,562	-	-	\$ 8,151,562
4000 Books and Supplies	1,748,126	-	-	\$ 1,748,126
5000 Services and Operating Expenses	3,464,530	-	-	\$ 3,464,530
6000 Capital Outlay	1,410,297	-	-	\$ 1,410,297
7000 Other	444,434	-	-	\$ 444,434
TOTAL EXPENDITURES	37,904,852	-	525,875	\$ 38,430,727
OPERATING SURPLUS (DEFICIT)	(1,792,810)	-	(525,875)	\$ (2,318,685)
Other Sources and Transfers In	-			\$ -
Other Uses and Transfers Out	-			\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(1,792,810)	-	(525,875)	\$ (2,318,685)
BEGINNING BALANCE	\$ 6,955,534			\$ 6,955,534
ENDING BALANCE	\$ 5,162,724			\$ 4,636,849

IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS
In accordance with E.C. 42142

NOTE: Calculation includes TA for all groups and is unrestricted and restricted funds.

Year 2: <u>2019-20</u>				Year 3: <u>2020-21</u>			
(Col. 5) Latest Board- approved MYP before settlement	(Col. 6) Revisions Necessary as a result of proposed settlement	(Col. 7) Other Revisions <i>(All Retirement Incentives and Settlements from other groups)</i>	(Col. 8) Total impact on budget (col. 5+6+7)	(Col. 9) Latest Board- approved MYP before settlement	(Col. 10) Revisions Necessary as a result of proposed settlement	(Col. 11) Other Revisions <i>(All Retirement Incentives and Settlements from other groups)</i>	(Col. 12) Total impact on budget (col. 9+10+11)
\$ 30,736,745	\$ -	\$ -	\$ 30,736,745	\$ 31,572,421	\$ -	\$ -	\$ 31,572,421
\$ 4,912,505	\$ -	\$ -	\$ 4,912,505	\$ 4,912,505	\$ -	\$ -	\$ 4,912,505
\$ 35,649,250	\$ -	\$ -	\$ 35,649,250	\$ 36,484,926	\$ -	\$ -	\$ 36,484,926
\$ 16,624,572	\$ 18,851	\$ (311,734)	\$ 16,331,689	\$ 16,962,063	\$ 38,644	\$ (125,907)	\$ 16,874,800
\$ 6,215,332	\$ 9,548	\$ (25,206)	\$ 6,199,674	\$ 6,343,139	\$ 19,574	\$ 41,040	\$ 6,403,753
\$ 8,353,554	\$ 6,601	\$ (63,818)	\$ 8,296,337	\$ 8,766,764	\$ 13,532	\$ (7,533)	\$ 8,772,763
\$ 1,078,794	\$ -	\$ -	\$ 1,078,794	\$ 1,078,794	\$ -	\$ -	\$ 1,078,794
\$ 3,372,178	\$ -	\$ -	\$ 3,372,178	\$ 3,398,923	\$ -	\$ -	\$ 3,398,923
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 440,879	\$ -	\$ -	\$ 440,879	\$ 447,024	\$ -	\$ -	\$ 447,024
\$ 36,085,309	\$ 35,000	\$ (400,758)	\$ 35,719,551	\$ 36,996,707	\$ 71,750	\$ (92,400)	\$ 36,976,057
\$ (436,059)	\$ (35,000)	\$ 400,758	\$ (70,301)	\$ (511,781)	\$ (71,750)	\$ 92,400	\$ (491,131)
			\$ -				\$ -
			\$ -				\$ -
\$ (436,059)	\$ (35,000)	\$ 400,758	\$ (70,301)	\$ (511,781)	\$ (71,750)	\$ 92,400	\$ (491,131)
			\$ 4,636,849				\$ 4,566,548
			\$ 4,566,548				\$ 4,075,416

Certification No. 1

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of _____ Rescue Union School District _____, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the _____ Rescue Union Federation of Teacheres _____ Bargaining Unit, during the term of the agreement from _____ July 1, 2019 _____ to _____ June 30, 2021 _____.

- The budget revisions necessary to meet the costs of the agreement in year of its term are reflected on pages 5 & 6 of this document.
- N/A - No budget revisions necessary.

District Superintendent (Signature)	Date
Chief Business Official (Signature)	Date

Certification #2

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the *Public Disclosure of Proposed Bargaining Agreement* in accordance with the requirement of AB 1200 and Government Code Section 3547.5.

District Superintendent or Designee (Signature)	Date
Sean Martin	530-672-4803
Contact Person	Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on _____ May 14, 2019 _____, took action to approve the proposed agreement with the Bargaining Unit.

President (or Clerk), Governing Board (Signature)	Date
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RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Revised RUSD Salary Schedules for 2019-20 and 2020-21

BACKGROUND:

All groups negotiated and agreed to a 1% increase on the salary schedule for 2019-20 and a 1% increase for 2020-21.

STATUS:

The business team has updated the following salary schedules for 2019-20 and 2020-21.

- Certificated Administration/Psychologist
- Certificated Extra Duty
- Certificated Nurse
- Certificated Teacher/Counselor
- Classified Confidential
- Classified Management
- Classified Staff

FISCAL IMPACT:

This increase in cost will be incorporated into the Fiscal Year 2019-20 and subsequent year's budgets. The AB1200 documents breakdown all cost related to the salary increases.

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.

RECOMMENDATION:

District staff recommends the Board of Trustees approve the revised salary schedules for 2019-20 and 2020-21.



Rescue Union School District
Administrators Salary Schedule
2019-2020

A 1.0 FTE is 8 hours a day with duty days next to each position.

Established Classification	Work Days	Step:												
		1	2	3	4	5	6	7	8	9	10			
Superintendent	224	185,454												
Assistant Superintendent - Curriculum & Instruction - Certificated	222	109,246	111,977	114,776	117,646	120,587	123,601	126,691	129,859	133,105	136,433			
Curriculum & Instruction Director Special Ed./Student Services Director	225	103,827	106,423	109,083	111,810	114,606	117,471	120,407	123,418	126,503	129,666			
Middle School Principal - Traditional	210	98,197	100,652	103,168	105,748	108,391	111,101	113,879	116,726	119,644	122,635			
Elementary Principal - Traditional	210	96,907	99,330	101,813	104,359	106,968	109,642	112,383	115,193	118,072	121,024			
VicePrincipal - Traditional EL Program Coordinator	210	91,505	93,793	96,137	98,541	101,004	103,529	106,118	108,771	111,490	114,277			
Psychologist	194	80,400	82,410	84,470	86,582	88,747	90,965	93,239	95,570	97,960	100,409			
Administrative Intern	184	79,381	81,365	83,400	85,485	87,622	89,812	92,058	94,359	96,718	99,136			

Board Approved: 5-xx-19
 Board Approved: 5-22-18
 Board Approved: 6-13-17
 Board Approved: 3-14-17
 Board Approved: 5-10-16
 Board Approved: 5-10-16
 Board Approved: 6-9-15
 Board Approved: 4-14-15
 Board Approved: 11-20-13

1% salary increase, effect. 7-1-19 / 2 YR AGREEMENT 1% salary increase effective 7-1-20
 1% salary increase, effect. 7-1-17 / 2 YR AGREEMENT 1% salary increase effective 7-1-18
 New Superintendent Contract effect. 7-1-17
 Position - English Language (EL) Program Coordinator / effect. 7-1-17
 (adtl 1% increase, based on passage of Prop.55 on Nov 8, 2016 election)
 (4.5% increase, effect. 7-1-15) / 2 YR AGREEMENT
 Per STRS regulations, Director of Human Resources and Media/Technology Director moved to Classified Management Salary Schedule Eff. 7-1-14
 (4.5% increase, effect. 7-1-14)
 (5.25% increase, effect. 7-1-13)
 *Per information from STRS - Human Resources Director & Media/Technology Director positions are NOT considered Certificated positions. These positions are on the Administrators salary schedule as **non-STRS positions**.

10/18/2012



Rescue Union School District
Administrators Salary Schedule
2020 - 2021

A 1.0 FTE is 8 hours a day with duty days next to each position.

Established Classification	Work Days	Step:												
		1	2	3	4	5	6	7	8	9	10			
Superintendent	224	187,309												
Assistant Superintendent - Curriculum & Instruction - Certificated	222	110,338	113,096	115,924	118,822	121,793	124,837	127,958	131,157	134,437	137,797			
Curriculum & Instruction Director Special Ed./Student Services Director	225	104,865	107,487	110,174	112,928	115,751	118,645	121,611	124,652	127,768	130,962			
Middle School Principal - Traditional	210	99,179	101,658	104,200	106,805	109,475	112,212	115,017	117,893	120,840	123,861			
Elementary Principal - Traditional	210	97,876	100,323	102,831	105,402	108,037	110,738	113,506	116,344	119,252	122,234			
VicePrincipal - Traditional EL Program Coordinator	210	92,420	94,731	97,099	99,526	102,014	104,565	107,179	109,858	112,605	115,420			
Psychologist	194	81,204	83,234	85,315	87,448	89,634	91,875	94,172	96,526	98,939	101,413			
Administrative Intern	184	80,175	82,179	84,234	86,340	88,498	90,711	92,978	95,303	97,685	100,128			

Board Approved: 5-xx-19
 Board Approved: 5-22-18
 Board Approved: 6-13-17
 Board Approved: 3-14-17
 Board Approved: 5-10-16
 Board Approved: 5-10-16
 Board Approved: 6-9-15
 Board Approved: 4-14-15
 Board Approved: 11-20-13

1% salary increase, effect. 7-1-19 / 2 YR AGREEMENT 1% salary increase effective 7-1-20
 1% salary increase, effect. 7-1-17 / 2 YR AGREEMENT 1% salary increase effective 7-1-18
 New Superintendent Contract effect. 7-1-17
 Position - English Language (EL) Program Coordinator / effect. 7-1-17
 (adtl 1% increase, based on passage of Prop.55 on Nov 8, 2016 election)
 (4.5% increase, effect. 7-1-15) / 2 YR AGREEMENT
 Per STRS regulations, Director of Human Resources and Media/Technology Director moved to Classified Management Salary Schedule Eff. 7-1-14
 (4.5% increase, effect. 7-1-14)
 (5.25% increase, effect. 7-1-13)
 *Per information from STRS - Human Resources Director & Media/Technology Director positions are NOT considered Certificated positions. These positions are on the Administrators salary schedule as **non-STRS positions**.

10/18/2012



Rescue Union School District

MEMORANDUM 2019-2020 (Effective 07-01-2019)

Subject: *Extra Duty Pay / Substitute Pay / Unit Pay / Master's Degree Stipend*

EXTRA DUTY PAY

Extra duty pay to certificated staff will be paid at the daily rate for Step 1 (which includes 30 units) on the salary schedule. This calculates as follows:

2019-2020

Rate:

Step 1	\$	51,551	Annual
Divided by		183	# Days
Equals	\$	281.70	Daily Rate
Divided by		7.25	Hrs per day
Equals	\$	38.86	Hourly Rate

Teachers are paid Extra Duty Pay for the following:

After School Tutoring

Test Scoring

Training (District - Required Attendance)

Marina or Pleasant Grove Teachers Filling in for 1 Period receive - \$38.86

SUBSTITUTE PAY

Teachers substituting for other teachers receive sub pay rates:

\$ 70.00 for ½ day

\$140.00 for whole day

\$211.00 for Long Term Substitute (after 20 consecutive days)

UNIT PAY

Units earned after Bachelor's 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.

MASTER'S DEGREE STIPEND

A Master's Degree (MA/MS) Stipend shall be compensated at \$750 annually; and prorated based on the employee's FTE

- 19/20 Salary Schedule- **Brd Approved 5- -19** ?? 19-20 1% increase
(Effective 1st of month after Board Approves new salary schedule, if mid-year)



Rescue Union School District

MEMORANDUM 2020-2021 (Effective 07-01-2020)

Subject: *Extra Duty Pay / Substitute Pay / Unit Pay / Master's Degree Stipend*

EXTRA DUTY PAY

Extra duty pay to certificated staff will be paid at the daily rate for Step 1 (which includes 30 units) on the salary schedule. This calculates as follows:

2020-2021

Rate:

Step 1	\$	52,067	Annual
Divided by		183	# Days
Equals	\$	284.52	Daily Rate
Divided by		7.25	Hrs per day
Equals	\$	39.24	Hourly Rate

Teachers are paid Extra Duty Pay for the following:

After School Tutoring

Test Scoring

Training (District - Required Attendance)

Marina or Pleasant Grove Teachers Filling in for 1 Period receive - \$39.24

SUBSTITUTE PAY

Teachers substituting for other teachers receive sub pay rates:

\$ 70.00 for ½ day

\$140.00 for whole day

\$211.00 for Long Term Substitute (after 20 consecutive days)

UNIT PAY

Units earned after Bachelor's 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.

MASTER'S DEGREE STIPEND

A Master's Degree (MA/MS) Stipend shall be compensated at \$750 annually; and prorated based on the employee's FTE



Rescue Union School District Certificated NURSE Salary Schedule

2019 - 2020

193 Days x 7.25 Hrs. per day equals 1.0 FTE
(with 1% salary increase effective 07-01-2020)

STEP	BASE SALARY
	193 Days
1	54,368
2	54,370
3	55,122
4	57,113
5	59,782
6	62,444
7	65,112
8	68,496
9	72,252
10	75,260
11	75,260
12	78,264
13	78,264
14	81,570
15	81,570
16	85,177
17	85,177
18	89,086
19	89,086
20	93,294
21	97,364

Brd approved: 5-XX-19
Brd approved: 5-8-18
Brd approved: 6-13-17

Effective 7-1-19, 1.0% salary increase / 2 yr agreement (add'l 1% salary increase effective 7-1-20)
Effective 7-1-17, 1.0% salary increase / 2 yr agreement (add'l 1% salary increase effective 7-1-18)
Effective 7-1-17, 193 days Salary Schedule for Nurses- (same dly rate as 183 days for Certificated Salary Sched.)

Per MOU shall work at least one day per calendar month (EM12 pay schedule)

Brd approved: 5-10-16
Brd approved: 5-10-16
Brd approved: 6-23-15

Effective 7-1-16, 1.0% salary increase (based on passage of Prop.55 on Nov.8, 2016 election)
Effective 7-1-15, 4.5% salary increase / 2 yr agreement

Brd approved: 5-12-15

District offers up to a maximum of 10 years experience/ Step 10 highest starting placement on Salary Schedule
Effective 7-1-14, 4.5% salary increase / Salary same as 184 days, but will be 181 days w/ more minutes per day



Rescue Union School District Certificated NURSE Salary Schedule

2020 - 2021

193 Days x 7.25 Hrs. per day equals 1.0 FTE
(with 1% salary increase effective 07-01-2021)

STEP	BASE SALARY
	193 Days
1	54,912
2	54,914
3	55,673
4	57,684
5	60,380
6	63,068
7	65,763
8	69,181
9	72,975
10	76,013
11	76,013
12	79,047
13	79,047
14	82,386
15	82,386
16	86,029
17	86,029
18	89,977
19	89,977
20	94,227
21	98,338

Brd approved: 5-XX-19
Brd approved: 5-8-18
Brd approved: 6-13-17

Effective 7-1-19, 1.0% salary increase / 2 yr agreement (add'l 1% salary increase effective 7-1-20)
Effective 7-1-17, 1.0% salary increase / 2 yr agreement (add'l 1% salary increase effective 7-1-18)
Effective 7-1-17, 193 days Salary Schedule for Nurses- (same dly rate as 183 days for Certificated Salary Sched.)

Per MOU shall work at least one day per calendar month (EM12 pay schedule)

Brd approved: 5-10-16
Brd approved: 5-10-16
Brd approved: 6-23-15

Effective 7-1-16, 1.0% salary increase (based on passage of Prop.55 on Nov.8, 2016 election)
Effective 7-1-15, 4.5% salary increase / 2 yr agreement

Brd approved: 5-12-15

District offers up to a maximum of 10 years experience/ Step 10 highest starting placement on Salary Schedule
Effective 7-1-14, 4.5% salary increase / Salary same as 184 days, but will be 181 days w/ more minutes per day



Rescue Union School District Certificated Salary Schedule

2019 - 2020

183 Days x 7.25 Hrs/day equals 1.0 FTE (1.0% increase effective 07-01-2019)

STEP	BASE SALARY
1	51,551
2	51,553
3	52,265
4	54,154
5	56,684
6	59,209
7	61,738
8	64,947
9	68,508
10	71,361
11	71,361
12	74,209
13	74,209
14	77,343
15	77,343
16	80,764
17	80,764
18	84,470
19	84,470
20	88,460
21	92,319

Brd approved: 5-XX-19

Effective 7-1-19, 1% salary increase / 2yr agreement (add'l 1.0% salary increase effective 7-1-20)

Brd approved: 5-8-18

Effective 7-1-17, 1% salary increase / 2yr agreement (add'l 1.0% salary increase effective 7-1-18)

Brd approved: 5-10-16

Effective 7-1-16, 1.0% salary increase (based on passage of Prop.55 on Nov.8, 2016 election)

Brd approved: 5-10-16

Effective 7-1-15, 4.5% salary increase / 2 yr agreement

Brd approved: 6-23-15

District offers up to a maximum of 10 years experience/ Step 10 highest starting placement on Salary Schedule

Brd approved: 5-12-15

Effective 7-1-14, 4.5% salary increase / Salary same as 184 days, but will be 181 days w/ more minutes per day



Rescue Union School District

Certificated Salary Schedule

2020 - 2021

183 Days x 7.25 Hrs/day equals 1.0 FTE (1.0% increase effective 07-01-2020)

STEP	BASE SALARY
1	52,067
2	52,069
3	52,788
4	54,696
5	57,251
6	59,801
7	62,355
8	65,596
9	69,193
10	72,075
11	72,075
12	74,951
13	74,951
14	78,116
15	78,116
16	81,572
17	81,572
18	85,315
19	85,315
20	89,345
21	93,242

Brd approved: 5-XX-19

Effective 7-1-19, 1% salary increase / 2yr agreement (add'l 1.0% salary increase effective 7-1-20)

Brd approved: 5-8-18

Effective 7-1-17, 1% salary increase / 2yr agreement (add'l 1.0% salary increase effective 7-1-18)

Brd approved: 5-10-16

Effective 7-1-16, 1.0% salary increase (based on passage of Prop.55 on Nov.8, 2016 election)

Brd approved: 5-10-16

Effective 7-1-15, 4.5% salary increase / 2 yr agreement

Brd approved: 6-23-15

District offers up to a maximum of 10 years experience/ Step 10 highest starting placement on Salary Schedule

Brd approved: 5-12-15

Effective 7-1-14, 4.5% salary increase / Salary same as 184 days, but will be 181 days w/ more minutes per day



Rescue Union School District Confidential Salary Schedule 2019-2020

A 1.0 FTE is 8 hours a day with 260 duty days.

Classification	Step:											
	1	2	3	4	5	6	7-10	11-15	16-20	21-25	26	
12 Month												
Fiscal Analyst	4,916	5,162	5,420	5,691	5,976	6,275	6,589	6,918	7,264	7,627	8,008	
(Hrly Rates)	28.36	29.78	31.27	32.83	34.48	36.20	38.01	39.91	41.91	44.00	46.20	
12 Month												
Admin. Assistant	4,468	4,691	4,926	5,172	5,431	5,703	5,988	6,287	6,601	6,931	7,278	
(Hrly Rates)	25.78	27.06	28.42	29.84	31.33	32.90	34.55	36.27	38.08	39.99	41.99	
12 Month												
Budget Technician	4,468	4,691	4,926	5,172	5,431	5,703	5,988	6,287	6,601	6,931	7,278	
(Hrly Rates)	25.78	27.06	28.42	29.84	31.33	32.90	34.55	36.27	38.08	39.99	41.99	
12 Month												
Payroll Technician	3,941	4,138	4,345	4,562	4,790	5,030	5,282	5,546	5,823	6,114	6,420	
Personnel Technician												
(Hrly Rates)	22.74	23.87	25.07	26.32	27.63	29.02	30.47	32.00	33.59	35.27	37.04	
12 Month												
Payroll Clerk	3,616	3,797	3,987	4,186	4,395	4,615	4,846	5,088	5,342	5,609	5,889	
Personnel Clerk												
(Hrly Rates)	20.86	21.91	23.00	24.15	25.36	26.63	27.96	29.35	30.82	32.36	33.98	
12 Month												
District Office Secty.	3,616	3,797	3,987	4,186	4,395	4,615	4,846	5,088	5,342	5,609	5,889	
(Hrly Rates)	20.86	21.91	23.00	24.15	25.36	26.63	27.96	29.35	30.82	32.36	33.98	
12 Month												
Receptionist	2,669	2,802	2,942	3,089	3,243	3,405	3,575	3,754	3,942	4,139	4,346	
(Hrly Rates)	15.40	16.17	16.97	17.82	18.71	19.64	20.63	21.66	22.74	23.88	25.07	

Board Adopted:

- 2001.08.07 Effective July 1, 2001 (4.75% Increase)
- 2002.08.13 Approval new positions
- 2002.12.10 Effective July 1, 2002 (2% Increase)
- 2004.03.09 One Time Payment (\$834 for 03-04)
- 2004.08.10 Effective July 1, 2004 (3% Increase)
- 2006.03.21 Effective July 1, 2005 (5% Increase)
- 2006.03.21 Effective July 1, 2006 (6.89% Increase)
- 2006.08.08 Accountant Reclassified from Confidential to Classified Position
- 2006.11.14 DO Clerk (Confidential) Reclassified to Office Clerk (Classified)
- 2007.06.12 Effective July 1, 2007 (4.53% Increase)
- 2008.06.10 Effective July 1, 2008
- 2009.08.11 Effective July 1, 2009
- 2010.06.22 Effective July 1, 2010
- 2013.11.20 Effective July 1, 2013 (5.25% Increase)
- 2015.04.14 Effective July 1, 2014 (4.5% Increase)
- 2016.05.10 Effective July 1, 2015 (4.5% Increase) 2 year agreement
- 2016.05.10 Effective July 1, 2016 (1% Increase) based on passage of Prop 55
- 2017.08.01 Approved Fiscal Analyst position
- 2018.05.22 Effective July 1, 2017 (1.0% Increase)
- 2018.05.22 Effective July 1, 2018 (1.0% Increase)
- 2019.05.xx Effective July 1, 2019 (1.0% Increase)
- 2019.05.xx Effective July 1, 2020 (1.0% Increase)



Rescue Union School District Confidential Salary Schedule 2020-2021

A 1.0 FTE is 8 hours a day with 260 duty days.

Classification	Step:										
	1	2	3	4	5	6	7-10	11-15	16-20	21-25	26
12 Month											
Fiscal Analyst	4,965	5,213	5,474	5,748	6,035	6,337	6,654	6,987	7,336	7,703	8,088
(Hrly Rates)	28.64	30.08	31.58	33.16	34.82	36.56	38.39	40.31	42.32	44.44	46.66
12 Month											
Admin. Assistant	4,513	4,739	4,976	5,225	5,486	5,760	6,048	6,350	6,668	7,001	7,351
(Hrly Rates)	26.04	27.34	28.71	30.14	31.65	33.23	34.89	36.63	38.47	40.39	42.41
12 Month											
Budget Technician	4,513	4,739	4,976	5,225	5,486	5,760	6,048	6,350	6,668	7,001	7,351
(Hrly Rates)	26.04	27.34	28.71	30.14	31.65	33.23	34.89	36.63	38.47	40.39	42.41
12 Month											
Payroll Technician	3,980	4,179	4,388	4,607	4,837	5,079	5,333	5,600	5,880	6,174	6,483
Personnel Technician											
(Hrly Rates)	22.96	24.11	25.32	26.58	27.91	29.30	30.77	32.31	33.92	35.62	37.40
12 Month											
Payroll Clerk	3,652	3,835	4,027	4,228	4,439	4,661	4,894	5,139	5,396	5,666	5,949
Personnel Clerk											
(Hrly Rates)	21.07	22.13	23.23	24.39	25.61	26.89	28.23	29.65	31.13	32.69	34.32
12 Month											
District Office Secty.	3,652	3,835	4,027	4,228	4,439	4,661	4,894	5,139	5,396	5,666	5,949
(Hrly Rates)	21.07	22.13	23.23	24.39	25.61	26.89	28.23	29.65	31.13	32.69	34.32
12 Month											
Receptionist	2,696	2,831	2,973	3,122	3,278	3,442	3,614	3,795	3,985	4,184	4,393
(Hrly Rates)	15.55	16.33	17.15	18.01	18.91	19.86	20.85	21.89	22.99	24.14	25.34

Board Adopted:

- 2001.08.07 Effective July 1, 2001 (4.75% Increase)
- 2002.08.13 Approval new positions
- 2002.12.10 Effective July 1, 2002 (2% Increase)
- 2004.03.09 One Time Payment (\$834 for 03-04)
- 2004.08.10 Effective July 1, 2004 (3% Increase)
- 2006.03.21 Effective July 1, 2005 (5% Increase)
- 2006.03.21 Effective July 1, 2006 (6.89% Increase)
- 2006.08.08 Accountant Reclassified from Confidential to Classified Position
- 2006.11.14 DO Clerk (Confidential) Reclassified to Office Clerk (Classified)
- 2007.06.12 Effective July 1, 2007 (4.53% Increase)
- 2008.06.10 Effective July 1, 2008
- 2009.08.11 Effective July 1, 2009
- 2010.06.22 Effective July 1, 2010
- 2013.11.20 Effective July 1, 2013 (5.25% Increase)
- 2015.04.14 Effective July 1, 2014 (4.5% Increase)
- 2016.05.10 Effective July 1, 2015 (4.5% Increase) 2 year agreement
- 2016.05.10 Effective July 1, 2016 (1% Increase) based on passage of Prop 55
- 2017.08.01 Approved Fiscal Analyst position
- 2018.05.22 Effective July 1, 2017 (1.0% Increase)
- 2018.05.22 Effective July 1, 2018 (1.0% Increase)
- 2019.05.xx Effective July 1, 2019 (1.0% Increase)
- 2019.05.xx Effective July 1, 2020 (1.0% Increase)



Rescue Union School District Classified Management Salary Schedule 2019-2020

DRAFT 1% cp

A 1.0 FTE is 8 hours a day with duty days next to each position.

Established Classification	Work Days	Step:											
		1	2	3	4	5	6	7	8	9	10	11-15	16-20
Assistant Superintendent- Business Services - Classified	222	109,246	111,977	114,777	117,646	120,587	123,602	126,692	129,859	133,106	136,433	143,255	150,418
Chief Business & Operations Official	225	104,545	107,159	109,838	112,584	115,398	118,283	121,240	124,271	127,378	130,562	137,090	143,945
Director of Human Resources Media/Technology Director	225	103,828	106,424	109,084	111,811	114,607	117,472	120,409	123,419	126,504	129,667	136,150	142,958
Facilities Director	225	86,590	88,755	90,974	93,248	95,579	97,969	100,418	102,928	105,502	108,139	113,546	119,223
Personnel Services Coordinator Transportation Director Information Technology Manager Food Services Director <i>(2 Districts RUSD & BUSD)</i>	225	70,296	72,053	73,855	75,701	77,594	79,533	81,522	83,560	85,649	87,790	92,180	96,789
Behaviorist Occupational Therapist	185	65,174	66,803	68,473	70,185	71,940	73,738	75,582	77,471	79,408	81,393	85,463	89,736
Food Services Director	225	65,174	66,803	68,473	70,185	71,940	73,738	75,582	77,471	79,408	81,393	85,463	89,736
Maintenance & Operations Coordinator	225	60,801	62,321	63,879	65,476	67,113	68,791	70,511	72,273	74,080	75,932	79,729	83,715
Custodial Supervisor	225	56,842	58,263	59,720	61,213	62,743	64,312	65,919	67,567	69,256	70,988	74,537	78,264

Board Approved: 2019.05.XX

Board Approved: 2019.04.09

Board Approved: 2019.02.12

Board Approved: 2018.05.22

Board Approved: 2016.12.13

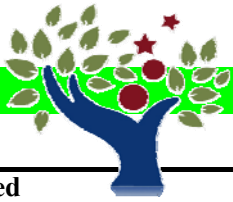
1% salary increase, effective 7-1-19 / 2 YR AGREEMENT, 1% salary increase effective 7-1-20

Position - Behaviorist Eff -4/10/19

Position - Occupational Therapist Eff -2/13/19

1% salary increase, effective 7-1-17 / 2 YR AGREEMENT, 1% salary increase effective 7-1-18

Position - Custodial Supervisor, effective 12-14-16



**Rescue Union School District
Classified Management Salary Schedule
2020-2021**

Draft 1%_{cp}

A 1.0 FTE is 8 hours a day with duty days next to each position.

Established Classification	Work Days	Step:											
		1	2	3	4	5	6	7	8	9	10	11-15	16-20
Assistant Superintendent- Business Services - Classified	222	110,338	113,096	115,924	118,822	121,793	124,837	127,958	131,157	134,436	137,797	144,687	151,921
Chief Business & Operations Official	225	105,590	108,230	110,935	113,709	116,552	119,465	122,452	125,513	128,651	131,867	138,461	145,384
Director of Human Resources Media/Technology Director	225	104,866	107,488	110,175	112,929	115,752	118,646	121,612	124,653	127,769	130,963	137,511	144,387
Facilities Director	225	87,456	89,642	91,883	94,181	96,535	98,948	101,422	103,958	106,557	109,221	114,682	120,416
Personnel Services Coordinator Transportation Director Information Technology Manager Food Services Director <i>(2 Districts RUSD & BUSD)</i>	225	70,999	72,774	74,593	76,458	78,370	80,329	82,337	84,395	86,505	88,668	93,101	97,756
Behaviorist Occupational Therapist	185	65,826	67,472	69,158	70,887	72,660	74,476	76,338	78,246	80,203	82,208	86,318	90,634
Food Services Director	225	65,826	67,472	69,158	70,887	72,660	74,476	76,338	78,246	80,203	82,208	86,318	90,634
Maintenance & Operations Coordinator	225	61,409	62,944	64,518	66,131	67,784	69,479	71,216	72,996	74,821	76,691	80,526	84,552
Custodial Supervisor	225	57,410	58,845	60,316	61,824	63,370	64,954	66,578	68,242	69,949	71,697	75,282	79,046

Board Approved: 2019.05.XX
 Board Approved: 2019.04.09
 Board Approved: 2019.02.12
 Board Approved: 2018.05.22
 Board Approved: 2016.12.13

1% salary increase, effective 7-1-19 / 2 YR AGREEMENT, 1% salary increase effective 7-1-20
 Position - Behaviorist Eff -4/10/19
 Position - Occupational Therapist Eff -2/13/19
 1% salary increase, effective 7-1-17 / 2 YR AGREEMENT, 1% salary increase effective 7-1-18
 Position - Custodial Supervisor, effective 12-14-16



Rescue Union School District

Classified Salary Schedule

2019-2020

DRAFT

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)	\$14.03	\$14.73	\$15.47	\$16.24	\$17.05	\$17.90	\$18.80	\$19.74	\$20.73	\$21.77
Food Service Worker (193)	\$14.56	\$15.29	\$16.05	\$16.85	\$17.69	\$18.57	\$19.50	\$20.48	\$21.50	\$22.58
Health Office Aide (193)	\$14.82	\$15.56	\$16.34	\$17.16	\$18.02	\$18.92	\$19.87	\$20.86	\$21.90	\$23.00
Instructional Assistant Special Day Class (193)	\$15.43	\$16.20	\$17.01	\$17.86	\$18.75	\$19.69	\$20.67	\$21.70	\$22.79	\$23.93
Instructional Assistant General Ed (193)	\$15.43	\$16.20	\$17.01	\$17.86	\$18.75	\$19.69	\$20.67	\$21.70	\$22.79	\$23.93
Instructional Assistant Learning Center/RSP (193)	\$15.43	\$16.20	\$17.01	\$17.86	\$18.75	\$19.69	\$20.67	\$21.70	\$22.79	\$23.93
Itinerant Independence Facilitator/ Behavior Support Instructional Assistant (193)	\$15.78	\$16.57	\$17.40	\$18.27	\$19.18	\$20.14	\$21.15	\$22.21	\$23.32	\$24.49
Instructional Assistant Special Health Care Services (193)	\$16.21	\$17.02	\$17.87	\$18.76	\$19.70	\$20.69	\$21.72	\$22.81	\$23.95	\$25.15
Office Clerk (260)	\$16.21	\$17.02	\$17.87	\$18.76	\$19.70	\$20.69	\$21.72	\$22.81	\$23.95	\$25.15
Food Service Worker II - Cook (198)	\$17.47	\$18.34	\$19.26	\$20.22	\$21.23	\$22.29	\$23.40	\$24.57	\$25.80	\$27.09
Custodian (260)	\$17.75	\$18.64	\$19.57	\$20.55	\$21.58	\$22.66	\$23.79	\$24.98	\$26.23	\$27.54
Community/School Liaison (193)	\$17.97	\$18.87	\$19.81	\$20.80	\$21.84	\$22.93	\$24.08	\$25.28	\$26.54	\$27.87
Instructional Assistant Bilingual (193)	\$17.97	\$18.87	\$19.81	\$20.80	\$21.84	\$22.93	\$24.08	\$25.28	\$26.54	\$27.87
Library/Media Coordinator (215)	\$17.97	\$18.87	\$19.81	\$20.80	\$21.84	\$22.93	\$24.08	\$25.28	\$26.54	\$27.87
Media Technology Services Clerk (193)	\$17.97	\$18.87	\$19.81	\$20.80	\$21.84	\$22.93	\$24.08	\$25.28	\$26.54	\$27.87
Student Services Secretary (215)	\$17.97	\$18.87	\$19.81	\$20.80	\$21.84	\$22.93	\$24.08	\$25.28	\$26.54	\$27.87
Utility/Maintenance Technician (260)	\$18.37	\$19.29	\$20.25	\$21.26	\$22.32	\$23.44	\$24.61	\$25.84	\$27.13	\$28.49
Bus Driver (192) <i>(Additionally Work 3 8-Hour Days)</i>	\$18.58	\$19.51	\$20.49	\$21.51	\$22.59	\$23.72	\$24.91	\$26.16	\$27.47	\$28.84
Dispatcher/Relief Bus Driver (240)	\$19.33	\$20.30	\$21.32	\$22.39	\$23.51	\$24.69	\$25.92	\$27.22	\$28.58	\$30.01
Lead Custodian (260)	\$19.33	\$20.30	\$21.32	\$22.39	\$23.51	\$24.69	\$25.92	\$27.22	\$28.58	\$30.01
School Secretary (240)	\$19.33	\$20.30	\$21.32	\$22.39	\$23.51	\$24.69	\$25.92	\$27.22	\$28.58	\$30.01
Support Services Secretary (240)	\$19.33	\$20.30	\$21.32	\$22.39	\$23.51	\$24.69	\$25.92	\$27.22	\$28.58	\$30.01
Assistant Mechanic (240)	\$19.81	\$20.80	\$21.84	\$22.93	\$24.08	\$25.28	\$26.54	\$27.87	\$29.26	\$30.72
Bus Driver Trainer (240)	\$20.44	\$21.46	\$22.53	\$23.66	\$24.84	\$26.08	\$27.38	\$28.75	\$30.19	\$31.70
Account Technician (260)	\$20.86	\$21.90	\$23.00	\$24.15	\$25.36	\$26.63	\$27.96	\$29.36	\$30.83	\$32.37
Certified Occupational Therapist Aide (193)	\$22.41	\$23.53	\$24.71	\$25.95	\$27.25	\$28.61	\$30.04	\$31.54	\$33.12	\$34.78
Health Office Nurse (RN/LVN) (198)	\$22.41	\$23.53	\$24.71	\$25.95	\$27.25	\$28.61	\$30.04	\$31.54	\$33.12	\$34.78
Lead Maintenance Technician (260)	\$22.41	\$23.53	\$24.71	\$25.95	\$27.25	\$28.61	\$30.04	\$31.54	\$33.12	\$34.78
Nurse (RN/LVN) Instructional Assistant (198)	\$22.41	\$23.53	\$24.71	\$25.95	\$27.25	\$28.61	\$30.04	\$31.54	\$33.12	\$34.78
Mechanic (240)	\$23.69	\$24.87	\$26.11	\$27.42	\$28.79	\$30.23	\$31.74	\$33.33	\$35.00	\$36.75
Technology Support Specialist (260)	\$25.78	\$27.07	\$28.42	\$29.84	\$31.33	\$32.90	\$34.55	\$36.28	\$38.09	\$39.99
Lead Maintenance Technician- HVAC Emphasis (260)	\$26.19	\$27.50	\$28.88	\$30.32	\$31.84	\$33.43	\$35.10	\$36.86	\$38.70	\$40.64
Database Support Specialist (260)	\$28.56	\$29.99	\$31.49	\$33.06	\$34.71	\$36.45	\$38.27	\$40.18	\$42.19	\$44.30

Board Approved:



Rescue Union School District Classified Salary Schedule 2019-2020

DRAFT

Unused Positions

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):	Step:									
	1	2	3	4	5	6-10	11-15	16-20	21-25	26+
Braille Translator (193)	\$17.97	\$18.87	\$19.81	\$20.80	\$21.84	\$22.93	\$24.08	\$25.28	\$26.54	\$27.87
Instructional Assistant Computer Lab (193)	\$17.97	\$18.87	\$19.81	\$20.80	\$21.84	\$22.93	\$24.08	\$25.28	\$26.54	\$27.87
Sign Language Interpreter (193)	\$17.97	\$18.87	\$19.81	\$20.80	\$21.84	\$22.93	\$24.08	\$25.28	\$26.54	\$27.87
Warehouse Person (240)	\$18.37	\$19.29	\$20.25	\$21.26	\$22.32	\$23.44	\$24.61	\$25.84	\$27.13	\$28.49
Accounts Payable Clerk (260)	\$20.86	\$21.90	\$23.00	\$24.15	\$25.36	\$26.63	\$27.96	\$29.36	\$30.83	\$32.37
Accountant (260)	\$25.78	\$27.07	\$28.42	\$29.84	\$31.33	\$32.90	\$34.55	\$36.28	\$38.09	\$39.99

Board Approved:

Historical Changes to Classified Salary Schedule

2008.06.10 - Para Educator/IIF Position - Board Approved Eff 07/01/08
 2008.08.04 - IA ESL/EDL removed from Salary Schedule
 2011.07.01 - Dispatcher/Relief Bus Driver position added
 2011.10.01 - District Paid Medical Insurance Cap: \$487.00
 2012.05.08 - IA Specialized Needs changed to IA Special Day Class Instructional Assistant
 2012.07.01 - Note There were no salary increases on the schedule from 2008/09 - 2012/13
 2013.06.25 - Health Office Aide II changed to Health Office Nurse
 2013.06.25 - Mechanic New Job Description - Board Approved
 2013.07.01 - Learning Center/Resource Specialist Program Instructional Assistant added
 2013.07.01 - Nurse (RN/LVN) Instructional Assistant added
 2013.11.20 - 5.25% salary increase - Board Approved Eff 07/01/2013
 2014.07.01 - Health Office Nurse/Nurse IA moved from Range 4 to Range 11
 2015.05.12 - 4.50% salary increase - Board Approved Eff 07/01/2014

2016.06.14 - 4.50% salary increase - Board Approved Eff 07/01/2015
 2016.06.14 - 1.00% salary increase - Board Approved Eff 07/01/2016 (Two-year Settlement)
 2016.11.15 - Database Support Specialist - Board Approved Eff 01/03/2017
 2018.01.04 - Yard Supervisor position added
 2018.05.22 - 1.00% salary increase - Board Approved Eff 07/01/2017
 2018.05.22 - 1.00% salary increase - Board Approved Eff 07/01/2018 (Two-year Settlement)
 2018.08.14 - Account Technician position added
 2019.03.12 - Certified Occupational Therapist position added
 2019.xx.xx - Steps 7-26 added to salary schedule to replace longevity - Board Approved Eff 07/01/2019
 2019.xx.xx - Positions not currently being used were moved to page 2 - Board Approved Eff 07/01/2019
 2019.xx.xx - Eliminated Instructional Assistant (Prior to 2008/09) - Board Approved Eff 07/01/2019
 2019.xx.xx - 1.00% salary increase - Board Approved Eff 07/01/2019
 2019.xx.xx - 1.00% salary increase - Board Approved Eff 07/01/2020 (Two-year Settlement)



Rescue Union School District Classified Salary Schedule 2020-2021

DRAFT

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)	\$14.17	\$14.88	\$15.62	\$16.40	\$17.22	\$18.08	\$18.98	\$19.93	\$20.93	\$21.98
Food Service Worker (193)	\$14.71	\$15.45	\$16.22	\$17.03	\$17.88	\$18.77	\$19.71	\$20.70	\$21.74	\$22.83
Health Office Aide (193)	\$14.97	\$15.72	\$16.51	\$17.34	\$18.21	\$19.12	\$20.08	\$21.08	\$22.13	\$23.24
Instructional Assistant Special Day Class (193)	\$15.58	\$16.36	\$17.18	\$18.04	\$18.94	\$19.89	\$20.88	\$21.92	\$23.02	\$24.17
Instructional Assistant General Ed (193)	\$15.58	\$16.36	\$17.18	\$18.04	\$18.94	\$19.89	\$20.88	\$21.92	\$23.02	\$24.17
Instructional Assistant Learning Center/RSP (193)	\$15.58	\$16.36	\$17.18	\$18.04	\$18.94	\$19.89	\$20.88	\$21.92	\$23.02	\$24.17
Itinerant Independence Facilitator/ Behavior Support Instructional Assistant (193)	\$15.94	\$16.74	\$17.58	\$18.46	\$19.38	\$20.35	\$21.37	\$22.44	\$23.56	\$24.74
Instructional Assistant Special Health Care Services (193)	\$16.37	\$17.19	\$18.05	\$18.95	\$19.90	\$20.90	\$21.95	\$23.05	\$24.20	\$25.41
Office Clerk (260)	\$16.37	\$17.19	\$18.05	\$18.95	\$19.90	\$20.90	\$21.95	\$23.05	\$24.20	\$25.41
Food Service Worker II - Cook (198)	\$17.64	\$18.52	\$19.45	\$20.42	\$21.44	\$22.51	\$23.64	\$24.82	\$26.06	\$27.36
Custodian (260)	\$17.93	\$18.83	\$19.77	\$20.76	\$21.80	\$22.89	\$24.03	\$25.23	\$26.49	\$27.81
Community/School Liaison (193)	\$18.15	\$19.06	\$20.01	\$21.01	\$22.06	\$23.16	\$24.32	\$25.54	\$26.82	\$28.16
Instructional Assistant Bilingual (193)	\$18.15	\$19.06	\$20.01	\$21.01	\$22.06	\$23.16	\$24.32	\$25.54	\$26.82	\$28.16
Library/Media Coordinator (215)	\$18.15	\$19.06	\$20.01	\$21.01	\$22.06	\$23.16	\$24.32	\$25.54	\$26.82	\$28.16
Media Technology Services Clerk (193)	\$18.15	\$19.06	\$20.01	\$21.01	\$22.06	\$23.16	\$24.32	\$25.54	\$26.82	\$28.16
Student Services Secretary (215)	\$18.15	\$19.06	\$20.01	\$21.01	\$22.06	\$23.16	\$24.32	\$25.54	\$26.82	\$28.16
Utility/Maintenance Technician (260)	\$18.55	\$19.48	\$20.45	\$21.47	\$22.54	\$23.67	\$24.85	\$26.09	\$27.39	\$28.76
Bus Driver (192) <i>(Additionally Work 3 8-Hour Days)</i>	\$18.77	\$19.71	\$20.70	\$21.74	\$22.83	\$23.97	\$25.17	\$26.43	\$27.75	\$29.14
Dispatcher/Relief Bus Driver (240)	\$19.52	\$20.50	\$21.53	\$22.61	\$23.74	\$24.93	\$26.18	\$27.49	\$28.86	\$30.30
Lead Custodian (260)	\$19.52	\$20.50	\$21.53	\$22.61	\$23.74	\$24.93	\$26.18	\$27.49	\$28.86	\$30.30
School Secretary (240)	\$19.52	\$20.50	\$21.53	\$22.61	\$23.74	\$24.93	\$26.18	\$27.49	\$28.86	\$30.30
Support Services Secretary (240)	\$19.52	\$20.50	\$21.53	\$22.61	\$23.74	\$24.93	\$26.18	\$27.49	\$28.86	\$30.30
Assistant Mechanic (240)	\$20.01	\$21.01	\$22.06	\$23.16	\$24.32	\$25.54	\$26.82	\$28.16	\$29.57	\$31.05
Bus Driver Trainer (240)	\$20.64	\$21.67	\$22.75	\$23.89	\$25.08	\$26.33	\$27.65	\$29.03	\$30.48	\$32.00
Account Technician (260)	\$21.07	\$22.12	\$23.23	\$24.39	\$25.61	\$26.89	\$28.23	\$29.64	\$31.12	\$32.68
Certified Occupational Therapist Aide (193)	\$22.63	\$23.76	\$24.95	\$26.20	\$27.51	\$28.89	\$30.33	\$31.85	\$33.44	\$35.11
Health Office Nurse (RN/LVN) (198)	\$22.63	\$23.76	\$24.95	\$26.20	\$27.51	\$28.89	\$30.33	\$31.85	\$33.44	\$35.11
Lead Maintenance Technician (260)	\$22.63	\$23.76	\$24.95	\$26.20	\$27.51	\$28.89	\$30.33	\$31.85	\$33.44	\$35.11
Nurse (RN/LVN) Instructional Assistant (198)	\$22.63	\$23.76	\$24.95	\$26.20	\$27.51	\$28.89	\$30.33	\$31.85	\$33.44	\$35.11
Mechanic (240)	\$23.93	\$25.13	\$26.39	\$27.71	\$29.10	\$30.56	\$32.09	\$33.69	\$35.37	\$37.14
Technology Support Specialist (260)	\$26.04	\$27.34	\$28.71	\$30.15	\$31.66	\$33.24	\$34.90	\$36.65	\$38.48	\$40.40
Lead Maintenance Technician- HVAC Emphasis (260)	\$26.45	\$27.77	\$29.16	\$30.62	\$32.15	\$33.76	\$35.45	\$37.22	\$39.08	\$41.03
Database Support Specialist (260)	\$28.85	\$30.29	\$31.80	\$33.39	\$35.06	\$36.81	\$38.65	\$40.58	\$42.61	\$44.74

Board Approved:



Rescue Union School District Classified Salary Schedule 2020-2021

DRAFT

Unused Positions

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.

Establishment Classification (With Duty Days):	Step:									
	1	2	3	4	5	6-10	11-15	16-20	21-25	26+
Braille Translator (193)	\$18.15	\$19.06	\$20.01	\$21.01	\$22.06	\$23.16	\$24.32	\$25.54	\$26.82	\$28.16
Instructional Assistant Computer Lab (193)	\$18.15	\$19.06	\$20.01	\$21.01	\$22.06	\$23.16	\$24.32	\$25.54	\$26.82	\$28.16
Sign Language Interpreter (193)	\$18.15	\$19.06	\$20.01	\$21.01	\$22.06	\$23.16	\$24.32	\$25.54	\$26.82	\$28.16
Warehouse Person (240)	\$18.55	\$19.48	\$20.45	\$21.47	\$22.54	\$23.67	\$24.85	\$26.09	\$27.39	\$28.76
Accounts Payable Clerk (260)	\$21.07	\$22.12	\$23.23	\$24.39	\$25.61	\$26.89	\$28.23	\$29.64	\$31.12	\$32.68
Accountant (260)	\$26.04	\$27.34	\$28.71	\$30.15	\$31.66	\$33.24	\$34.90	\$36.65	\$38.48	\$40.40

Board Approved:

Historical Changes to Classified Salary Schedule

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2016.06.14 - 4.50% salary increase - Board Approved Eff 07/01/2015
 2016.06.14 - 1.00% salary increase - Board Approved Eff 07/01/2016 (Two-year Settlement)
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 2018.05.22 - 1.00% salary increase - Board Approved Eff 07/01/2017
 2018.05.22 - 1.00% salary increase - Board Approved Eff 07/01/2018 (Two-year Settlement)
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 2019.xx.xx - 1.00% salary increase - Board Approved Eff 07/01/2019
 2019.xx.xx - 1.00% salary increase - Board Approved Eff 07/01/2020 (Two-year Settlement)

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: **School Attendance Boundary:** **Green Valley Elementary and Pleasant Grove Middle School**

BACKGROUND:

Rescue Union School District Board Policy BP 5116 – School Attendance Boundaries states the following regarding school attendance boundaries:

The Governing Board shall establish school attendance boundaries in order to maximize the efficient use of district facilities and effective administration of district schools. The Superintendent or designee shall periodically review school attendance boundaries and, as necessary, make recommendations to the Board for boundary adjustments.

STATUS:

The District staff and Board has reviewed demographic projections for enrollment and have recognized an imbalance between some of our elementary and middle school sites.

The Board has requested to look at boundaries that currently would have minimal impact on student movement, but would help with future enrollment imbalance in the district.

Staff has reviewed some parcels that currently have plans for future development and/or currently have minimal student counts from Rescue USD residing on said parcels for the intent to change boundaries to help with future enrollment imbalances.

The District will not be adjusting the boundaries related to those properties paying Mello Roos taxes for the purpose of this boundary change.

The parcels impacted by this boundary change currently are assigned to Lakeview Elementary and Marina Village Middle Schools, are not in the Mello Roos collection area, and only have two students attending the Rescue Union School District.

In addition, the current students residing in the parcels included in this boundary adjustment shall be allowed to continue in their current and future schools for the remainder of their time in Rescue USD.

In utilizing the criteria in BP 5116 – School Attendance Boundaries, it has been noted that Green Valley Elementary and Pleasant Grove Middle School are the nearest in proximity to these parcels, have experienced declines in enrollment, are less impacted by enrollment than other schools, and would provide a continuity of K-8 educational programs for students within the boundary area.

FISCAL IMPACT:

Information Item – No Financial Impact

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 V – FACILITY/HOUSING:

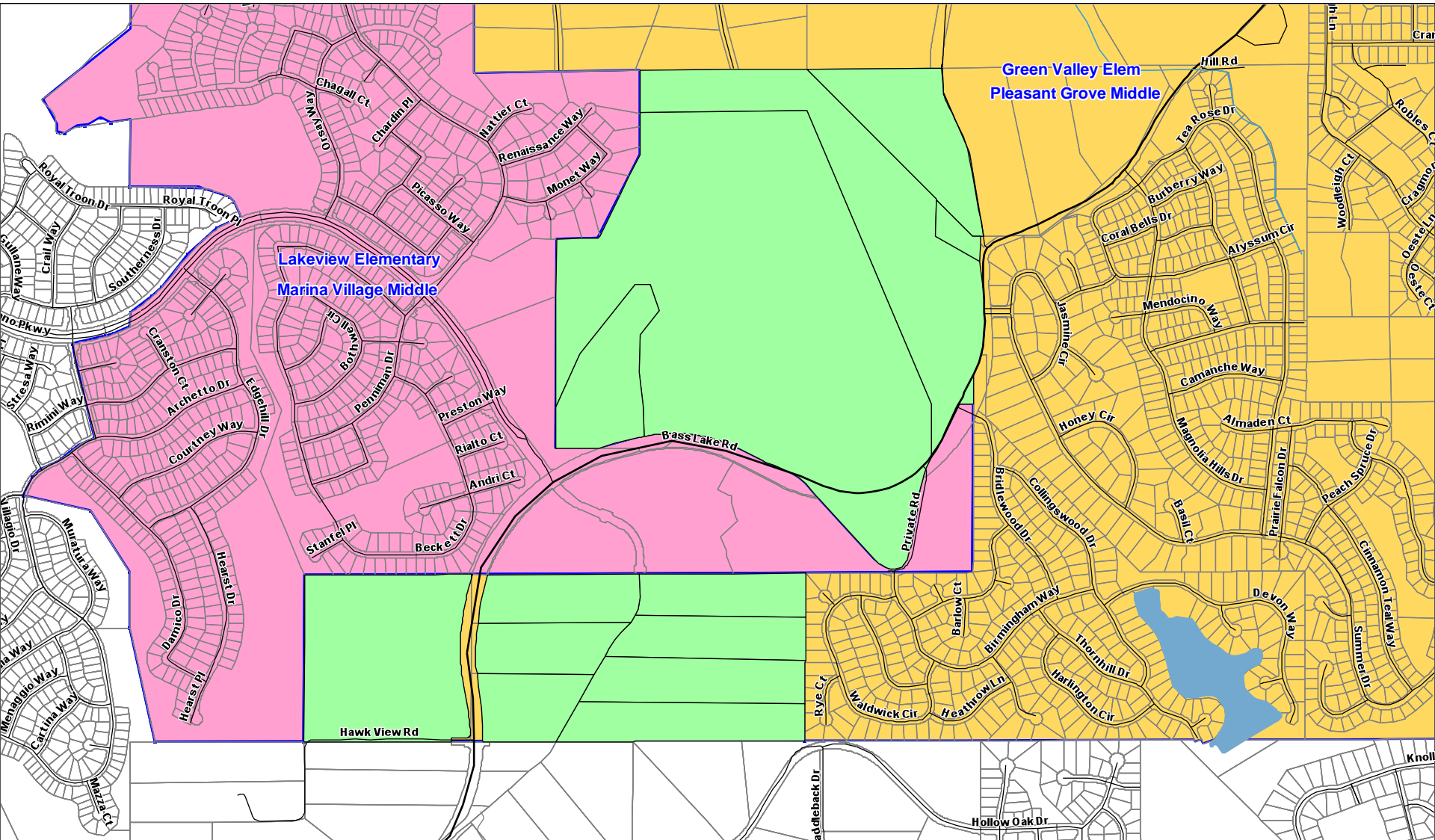
Build, improve and maintain school facilities to meet current and future education needs while integrating the most effective and efficient use of resources.

RECOMMENDATION:

The District staff recommends the Board approve the revised School Attendance Boundary map with the adjustment to Green Valley Elementary and Pleasant Grove Middle Schools.

Rescue School District

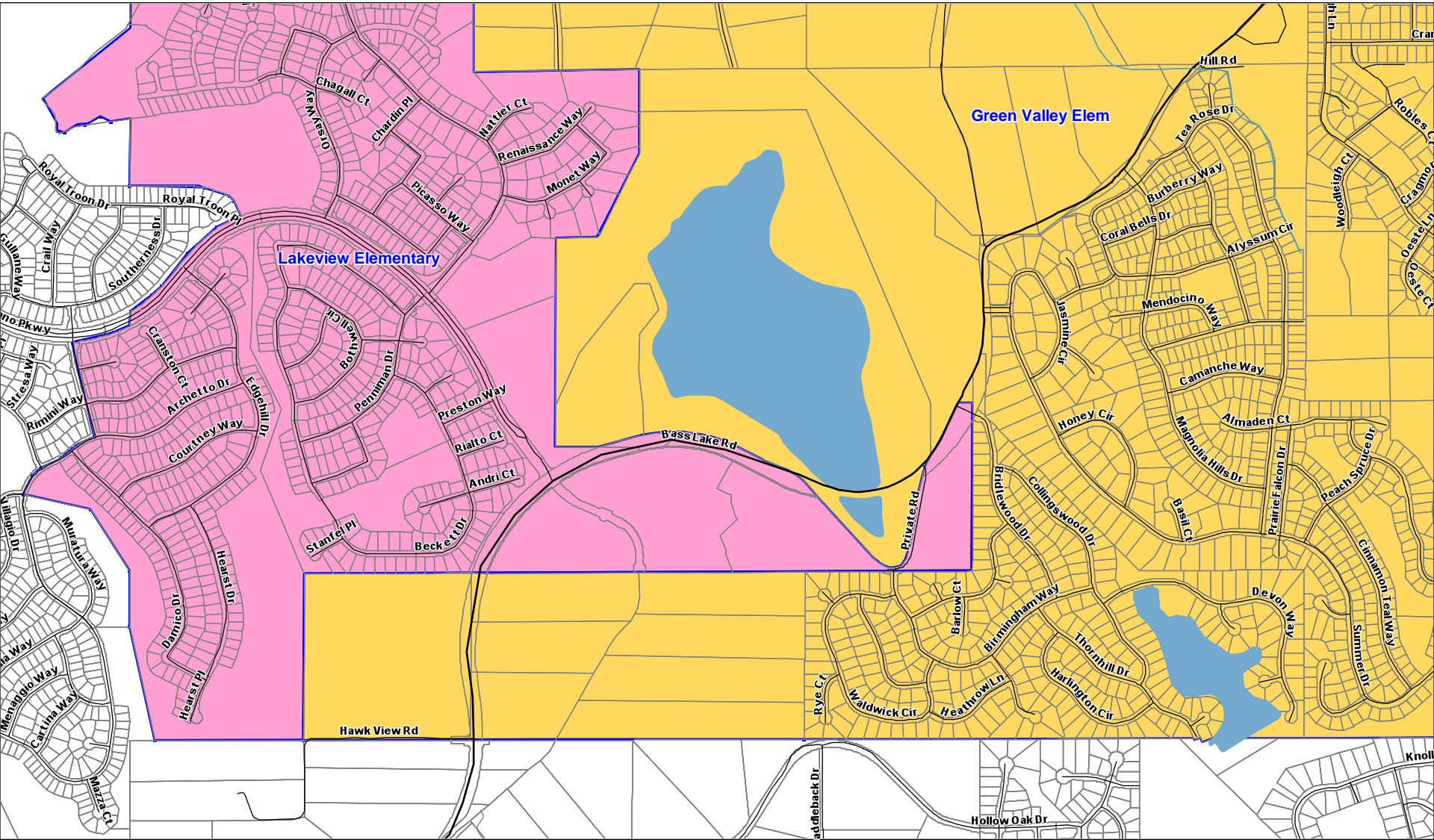
Boundary Map Changes



Parcels in Green will be assigned to Green Valley Elem & Pleasant Grove Middle

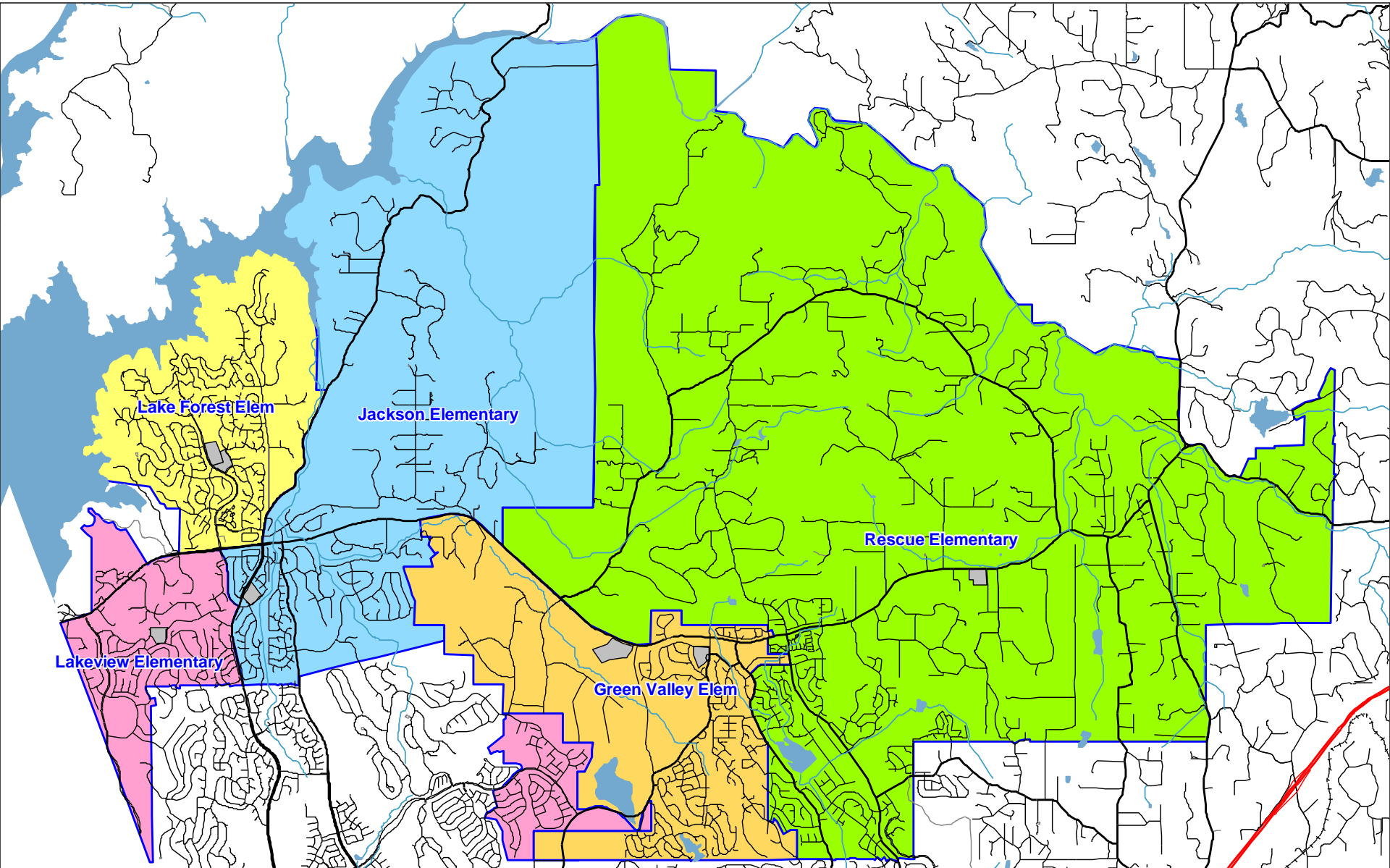
Rescue School District

Boundary Map - Elementary



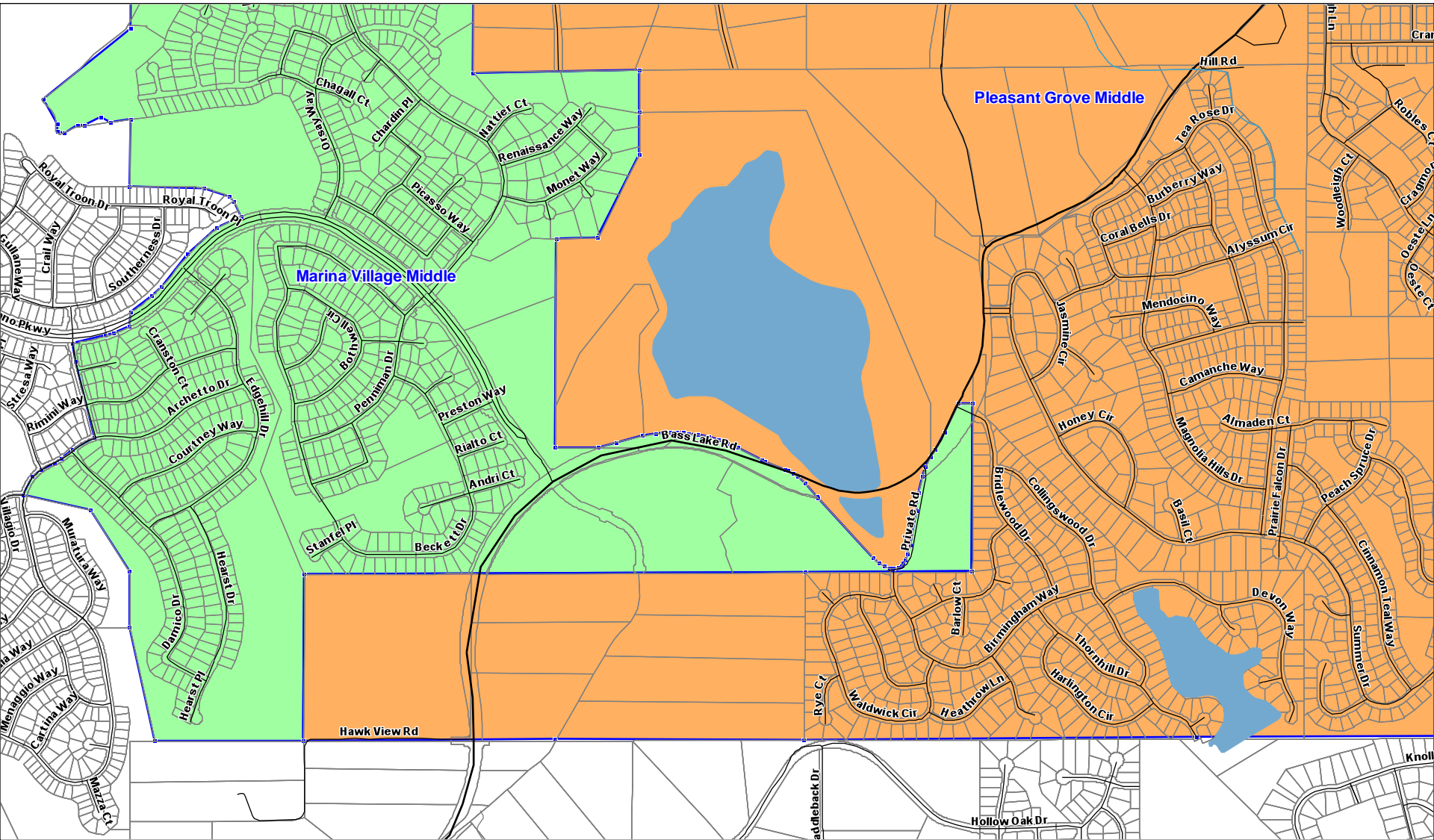
Rescue School District

Boundary Map - Elementary



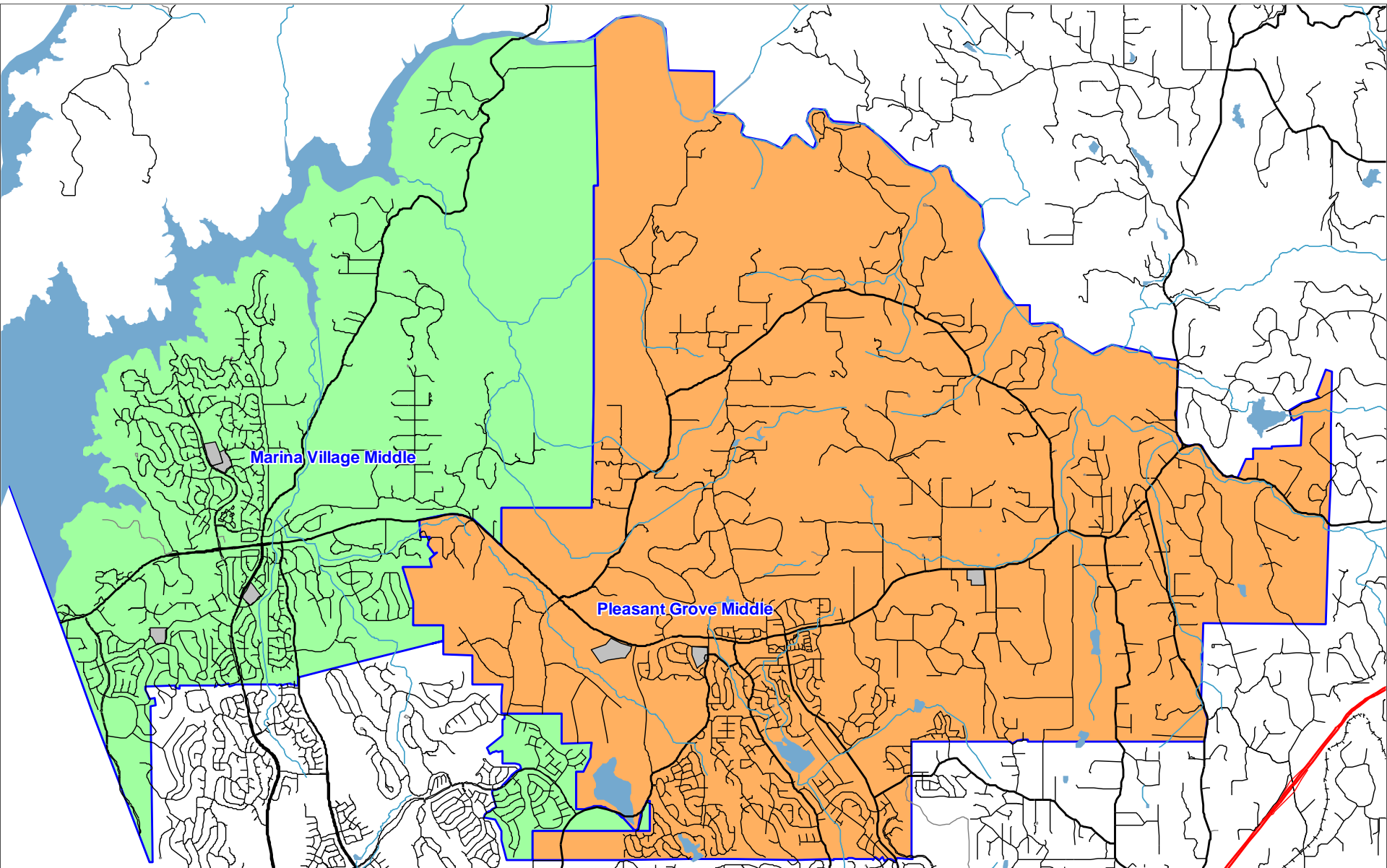
Rescue School District

Boundary Map - Middle



Rescue School District

Boundary Map - Middle



RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: *Discussion Item Only: Review the El Dorado Schools Financing Authority Community Facilities District No. 1 Memorandum of Understanding (MOU)*

BACKGROUND:

In 1987, the El Dorado Hills Land Development Company (the Landowners) presented the El Dorado Hills Specific Plan to the County of El Dorado proposing to develop what would become the Serrano Villages. On June 19, 1990, the Rescue Union School District, Buckeye Union Elementary School District, and the El Dorado Union High School District established the El Dorado Schools Financing Authority (a Joint Powers Authority) for the purpose of financing, acquisition, and construction of educational facilities.

In the spring of 1991, the El Dorado Hills Development Company (the “Landowners”) petitioned the El Dorado Schools Financing Authority to form the Community Facilities District (CFD) No. 1. At or near the same time, the Landowners elected to form the Community Facilities District No. 1 in order to finance adequate school facilities made necessary in part by the development within the El Dorado Hills Specific Plan and adopted by the El Dorado County Board of Supervisors on or about January 19, 1989. In accordance with the Mello-Roos Community Facilities Act of 1982, the Landowners of Community Facilities District No. 1 elected to authorize the levy of a special tax to assist in funding the construction and acquisition of school facilities to serve the residents of dwellings constructed on the Landowners’ property.

Rescue Union School District receives special taxes (Mello Roos) paid by the homeowners in Community Facilities District No. 1 designated for the financing, acquisition and construction of school facilities made necessary by the development with the El Dorado Hills Specific Plan. The Mello Roos collection currently does not have an explicit termination date.

Funds from the Mello Roos collection have been used to expand capacity by building the state of the art two-story classroom complex at Marina Village Middle School, supported construction at Lakeview School, and to purchase property for a new school in the future.

STATUS:

The El Dorado Schools Financing Authority consisting of its member school districts, the Rescue Union School District, Buckeye Union School District and the El Dorado Union High School District and the Serrano El Dorado Owners’ Association are in the process of developing a Memorandum of Understanding related to the establishment of an end date for Community Facilities District No. 1 of the El Dorado Schools Financing Authority. All material terms of the MOU have been conceptually agreed to by all parties and a draft of the MOU will be presented to the Board for its information and discussion at the Board meeting. Once the draft MOU is finalized, it will be presented to the Governing Board of the El Dorado Schools Financing Authority for action. Rescue Union School

District has one appointed Board member sitting on the Governing Board of the El Dorado Schools Financing Authority.

FISCAL IMPACT:

The District through 2017-18 has received approximately \$8.2M including interest from Mello Roos collections.

Currently, the District is obligated to pay lease payments with respect to certain outstanding series of certificates of participation (COPs), which lease payments have historically been funded by the Special Tax revenues received by the District through CFD No. 1. Under the terms of the MOU, the District's outstanding obligations will be repaid in full.

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 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.

Local Control Accountability Plan GOAL 6:

The District will create and maintain facilities and grounds that are safe, clean and conducive to the learning process.

RECOMMENDATION:

Staff recommends that the Board give direction to the Board's representative on the El Dorado Schools Financing Authority Governing Board to approve the terms of the draft MOU.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and among the EL DORADO SCHOOLS FINANCING AUTHORITY ("Authority"), a joint powers authority organized and existing under the laws of the State of California ("State"), the BUCKEYE UNION SCHOOL DISTRICT ("Buckeye"), a public school district organized and existing pursuant to the laws of the State, the EL DORADO UNION HIGH SCHOOL DISTRICT ("El Dorado"), a public school district organized and existing pursuant to the laws of the State, RESCUE UNION SCHOOL DISTRICT ("Rescue"), a public school district organized and existing pursuant to the laws of the State, COMMUNITY FACILITIES DISTRICT NO. 1 OF THE EL DORADO SCHOOLS FINANCING AUTHORITY ("CFD No. 1"), a Mello-Roos community facilities district, organized and operating under the laws of the State and the SERRANO EL DORADO OWNERS' ASSOCIATION ("Association"), a nonprofit mutual benefit corporation organized and existing pursuant to the laws of the State. The Authority, Buckeye, El Dorado, Rescue, CFD No. 1 and the Association shall collectively be referred to as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, the Authority was formed pursuant to that certain Joint Exercise of Powers Agreement, dated as of June 19, 1990, by and among Buckeye, El Dorado and Rescue (each, a "School District" and collectively, the "School Districts"), in order to provide for, among other things, the financing of public school facilities on behalf of the School Districts;

WHEREAS, the Authority established CFD No. 1 in 1991 pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State ("Mello-Roos Act");

WHEREAS, CFD No. 1 was and is authorized, pursuant to State law, to levy special taxes ("Special Taxes") and incur bonded indebtedness in order to finance school facilities pursuant to the Mello-Roos Act on behalf of the School Districts, as members of the Authority, and such Special Taxes have been levied and collected by CFD No. 1 in each fiscal year since the fiscal year which ended on June 30, 1996;

WHEREAS, the Parties wish to address various matters relating to the levy of the Special Taxes and use of Special Tax revenues;

WHEREAS, The Parties acknowledge that this MOU is not intended to represent the final agreement of the Parties hereto with respect to the matters referenced herein and that the Parties intend to pursue and reach a final settlement agreement generally conforming to the terms set forth in this MOU at a future date; and

NOW THEREFORE, it is mutually understood and agreed to as follows:

I. TERMINATION OF CFD NO. 1 SPECIAL TAXES

The levy and collection of the Special Taxes shall terminate upon the receipt of a total amount of \$155,587,862 in Special Tax revenues by CFD No. 1 calculated in actual funds collected and calculated since the initial levy thereof; provided that in no event shall the Special Taxes be levied after the fiscal year ending June 30, 2034. The date on which the Special Taxes terminate shall be referred to herein as the "Special Tax Termination Date." Following the Special Tax Termination Date the Authority, on behalf of CFD No. 1, shall take actions pursuant to the Mello-Roos Act to cancel the Special Taxes and record a Notice of Cessation of the lien of the Special Taxes pursuant to State law.

The Parties acknowledge that following the Special Tax Termination Date and the recordation of the Notice of Cessation that properties within the boundaries of CFD No. 1, which have not yet developed, shall be subject to then-existing statutory school fees or such other school funding mitigation requirements as shall then be in force and effect for such territory.

The issue of the collection of then-delinquent Special Taxes of CFD No. 1 as of the Special Tax Termination Date shall be set forth in the Final Settlement Agreement (as defined below).

Currently, each School District is obligated to pay lease payments with respect to certain outstanding series of certificates of participation ("COPs"), which lease payments have historically been funded in part by Special Tax revenues received by the School Districts. Each School District expressly acknowledges and understands that additional Special Tax revenues shall not be received, or otherwise available for, the payment of lease payments with respect to its respective COPs following the Special Tax Termination Date, and accordingly, that each School District shall have full individual and sole responsibility for the payment of lease payments with respect to its respective COPs following such Special Tax Termination Date.

II. USE OF CFD NO. 1 SPECIAL TAX REVENUES

Special Tax revenues allocated and distributed to El Dorado, beginning in fiscal year 2018-19 through the Special Tax Termination Date, shall be applied equally to (i) facilities needs of Oak Ridge High School, and (ii) the construction of a new high school within the boundaries of El Dorado to serve the El Dorado Hills community. Notwithstanding the foregoing, if a new high school has not been constructed within, or proximate to, CFD No. 1 within five (5) fiscal years following the Special Tax Termination Date, El Dorado shall use the Special Tax revenues designated for construction of such Oak Ridge High School for any purpose that directly or indirectly benefits the area within CFD No. 1, including, but not limited to, the improvement or modernization of existing school facilities, but not including deferred maintenance expenditures.

III. SCHOOL DISTRICT GENERAL OBLIGATION BONDS

Effective in perpetuity from the Final Settlement Date (as defined herein), El Dorado shall neither call nor conduct a general obligation bond election within all or any portion of the territory within CFD No. 1 for purposes of financing the initial construction of new high school facilities within the boundaries of El Dorado but located either (i) on or using the two existing parcels owned by El Dorado as of the date hereof for such purposes, or (ii) on property which is within reasonable proximity to the two existing parcels owned by El Dorado as of the date hereof for such purposes. The provisions of this Section in no way restrict the calling or conducting of general obligation bond election(s) by El Dorado for any other purpose whatsoever or in any other territory of El Dorado (which may be accomplished through the use of a school facilities improvement district).

The Parties agree that the provisions of this Section shall not apply to any general obligation bond election(s) called and conducted by Buckeye or Rescue (which may, or may not, be accomplished through the use of a school facilities improvement district).

IV. ADVISORY COMMITTEE

The Parties intend that, following the execution of the Final Settlement Agreement, the Authority shall, at its cost and expense, form, appoint members to and support an advisory committee (“Committee”), which will conform to the provisions of this Section and the terms set forth in the Final Settlement Agreement.

With respect to the Committee, the Parties intend as follows:

- The Committee shall consist of 5 to 11 members, with the standing membership consisting of an odd number of members. Members of the Committee shall be residents or property owners within the boundaries of CFD No. 1. Members of the Committee shall not be employees, vendors or contractors of any of the School Districts.
- Members shall be appointed to the Committee by the Authority Board in consultation with the Association. Terms for Committee members shall be set forth in the Final Settlement Agreement.
- The Committee shall remain in existence until all Special Tax revenues of CFD No. 1 have been expended by the JPA and the School Districts.
- The Committee shall have a role similar to a Citizens’ Oversight Committee (as described in California Education Code Sections 15278 through 15282, inclusive), but pertaining only to the Special Tax revenues of CFD No. 1 and use thereof.

V. TERM

This MOU, including all terms and conditions set forth herein, shall remain valid from the date hereof to the Final Settlement Date or December 1, 2019, whichever first occurs (the “MOU Term”). Unless explicitly stated herein, all requirements, terms, and conditions established through this MOU shall terminate at the end of the MOU Term.

VI. GENERAL RELEASE OF PRIOR CLAIMS

The Parties intend to release and forever discharge each other and their present and former directors, officers, shareholders, managers, agents, trustees, beneficiaries, attorneys and employees from all obligations, damages, losses, costs, expenses and liabilities whether known or unknown, contingent or direct, liquidated or unliquidated, and from any claims, demands, judgments, actions or suits of any kind (collectively, "Claims") arising prior to the date hereof which they may have against one another relating to CFD No. 1, the authorization of the Special Taxes or bonded indebtedness of CFD No. 1, the levy and collection of the Special Taxes, and the use of the proceeds of such Special Taxes, including without limitation, any attorneys' fees incurred in connection therewith. The release set out in this Section shall be effective until the end of the MOU Term. The Parties intend that the provisions of the Final Settlement Agreement (as defined herein) concerning release of liabilities shall supersede this MOU as to the subject matter of this Section.

VII. BINDING EFFECT

The Parties each expressly acknowledge and agree that the Association is executing this MOU on behalf of itself and not on behalf of any other person or party. The execution and delivery of this MOU by the Association shall not be considered as a binding agreement or obligation on any other taxpayer or landowner within the boundaries of the Association or CFD No. 1.

VIII. FINAL SETTLEMENT

The Parties acknowledge and agree that this MOU does not represent the final agreement of the Parties hereto with respect to the matters referenced herein. The Parties intend to pursue and reach a final settlement agreement ("Final Settlement Agreement") with respect to the terms set forth in this MOU at a future date. The Parties intend that upon approval and execution of the Final Settlement Agreement ("Final Settlement Date") that the Final Settlement Agreement shall thereupon supersede this MOU.

IX. AMENDMENTS TO THE MOU

Any changes to this MOU must be accomplished by written consent of the Parties. This MOU supersedes any prior agreement, whether written or oral, between the Parties regarding the matters set forth herein.

X. ENTIRE AGREEMENT

This MOU contains the entire agreement and understanding concerning the subject matter hereof and supersedes and replaces all prior negotiations and proposed agreements, written or oral. The Parties acknowledge that neither any other Party nor its agents nor attorneys have made any promise, representation or warranty whatsoever, express or implied, not contained herein to induce the execution of this MOU and

acknowledge that this MOU has not been executed in reliance upon any promise, representation or warranty not contained herein.

XI. INTERPRETATION GUIDES

In interpreting this MOU, it shall be deemed that it was prepared by the Parties collectively and no ambiguity shall be resolved against any Party on the premise that it or its attorneys were responsible for drafting this MOU or any provision thereof. Headings used in this MOU are for convenience and ease of reference only and are not intended nor may be constructed as a guide to interpret any provision of this MOU.

XII. COOPERATION

The Parties hereto agree to cooperate with each other in the execution of such further documents, and to take such other actions, as are reasonably necessary in good faith, to effectuate this MOU and the intent hereof.

XIII. NOTICES

All notices, demands and communications between the Parties shall be given by personal delivery, registered or certified mail, postage prepaid, return receipt requested, Federal Express or other reliable private express delivery, or by facsimile transmission or email. Such notices, demands or communications shall be deemed received upon delivery if personally served or sent by facsimile or email or after three business days if given by other approved means as specified above. Notices, demands and communications shall be sent:

To the Authority: El Dorado Schools Financing Authority
4675 Missouri Flat Road
Placerville, CA 95667
Attn: Superintendent, El Dorado Union High School District

To CFD No. 1: Community Facilities District No. 1 of the
El Dorado Schools Financing Authority
4675 Missouri Flat Road
Placerville, CA 95667
Attn: Superintendent, El Dorado Union High School District

To Buckeye: Buckeye Union School District
5049 Robert J. Matthews Parkway
El Dorado Hills, CA 95762
Attn: Superintendent

To El Dorado: El Dorado Union High School District
4675 Missouri Flat Road
Placerville, CA 95667
Attn: Superintendent

To Rescue: Rescue Union School District
2390 Bass Lake Road
Rescue, CA 95672
Attn: Superintendent

To the Association: Serrano El Dorado Owners' Association
4525 Serrano Parkway, Suite 110
El Dorado Hills, CA 95762
Attn: _____

XIV. CAPTIONS

The captions contained within this MOU are for purposes of reference only and shall not limit or define the meaning of the provisions hereof.

XV. CALIFORNIA LAW GOVERNS AGREEMENT

This MOU and all rights and obligations arising out of it shall be construed in accordance with the laws of the State.

XVI. DUE AUTHORITY OF SIGNATORIES TO EXECUTE MOU

Each individual signing this MOU warrants and represents that he or she has been authorized by appropriate action of the Party which he or she represents to enter into this MOU on behalf of the Party.

XVII. COUNTERPARTS

This MOU may be signed in one or more counterparts which, taken together, shall constitute one original document.

[Remainder of page intentionally blank]

IN WITNESS HEREOF, the Parties hereto have signed their names and executed this MOU through their duly authorized officers this 22nd day of May, 2019.

EL DORADO SCHOOLS FINANCING AUTHORITY

BUCKEYE UNION SCHOOL DISTRICT

By: _____
Name: RON CARRUTH, Superintendent
El Dorado Union High School District aka
Administrator of ESFA
Date: _____

By: _____
Name: DAVID ROTH, Superintendent
Date: _____

EL DORADO UNION HIGH SCHOOL DISTRICT

RESCUE UNION SCHOOL DISTRICT

By: _____
Name: RON CARRUTH, Superintendent
Date: _____

By: _____
Name: CHERYL OLSON, Superintendent
Date: _____

COMMUNITY FACILITIES DISTRICT NO. 1 OF THE EL DORADO SCHOOLS FINANCING AUTHORITY

SERRANO EL DORADO OWNERS' ASSOCIATION

By: _____
Name: RON CARRUTH, Superintendent
El Dorado Union High School District aka
Administrator of ESFA
Date: _____

By: _____
Name: _____
Date: _____

ITEM #: 13
DATE: May 21, 2019

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: **General Obligation Bond Feasibility Survey Results** **Jon Isom – Isom Advisors**

BACKGROUND:

In 2015, the Board received information from Greg Isom of Isom Advisors on the District's Facility Funding Program and the options available to the District to fund current and future facility needs including modernization projects and the construction of permanent classrooms to replace deteriorating interim/portable classrooms.

Subsequently, Isom Advisors were engaged to survey the Rescue USD community in order to explore the feasibility of a general obligation bond on an upcoming ballot to fund the facility improvements.

On June 9, 2015, the results of the survey revealed that voters in the District are sensitive to higher taxes but in general showed a moderate level of support for a general obligation bond.

On August 1, 2017 Jon Isom, of Isom Advisors provided the Board an updated analysis and review of the District's debt program, discuss local voter support for a general obligation bond, and provide a timeline for moving forward with a potential general obligation bond election in 2018

The board decided to not take action to move forward for a bond for the 2018 cycle.

At the March study session the board requested information and cost related to completing an updated voter survey regarding support for a general obligation bond in 2020.

At the April 9 board meeting a presentation of the survey process, information on past survey results from 2015, current district voter demographics, and a timeline for the bond process was presented and a contract for survey services with Isom Advisors was approved by the Board.

STATUS:

Jon Isom of Isom Advisors will present information on the District's Facility Funding Program and the options available to the District to fund the facilities that will need to be built, improved or maintained in the future.

Specifically, Mr. Isom will discuss the results of the General Obligation Bond Feasibility Survey performed on behalf of the District by Isom Advisors.

FISCAL IMPACT:

Without a comprehensive Facility Funding Program, the ability of the District to build, improve and maintain school facilities will be hindered. Therefore, the fiscal impact of this report may have significant fiscal implications for the District.

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 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:

District staff recommends the Board discuss the survey results and give direction on next steps for moving forward on a facilities bond for the 2020 ballot.

Survey Results Presentation for Rescue Union School District

by

Isom Advisors,
a Division of Urban Futures, Inc.
May 2019



Methodology

There are 23,281 registered voters in the District

Rescue Union School District

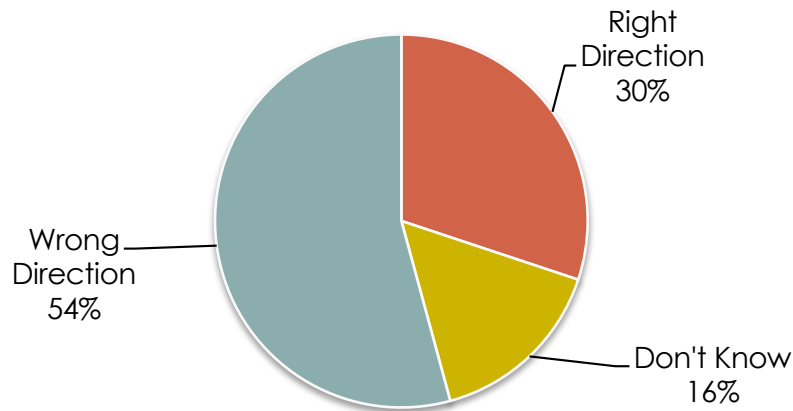
- ❖ The Rescue Union School District is currently assessing the feasibility of placing a general obligation bond measure on an upcoming ballot.
- ❖ A survey was conducted from Tuesday April 30th through Monday May 6th to assess support for the proposed bond measure.
- ❖ The survey tested voter attitudes regarding the District, projects, and tax tolerances for a possible school facilities improvement bond program.
- ❖ 402 households were contacted, which resulted in an overall margin of error of +/- 4.85%.

General Questions

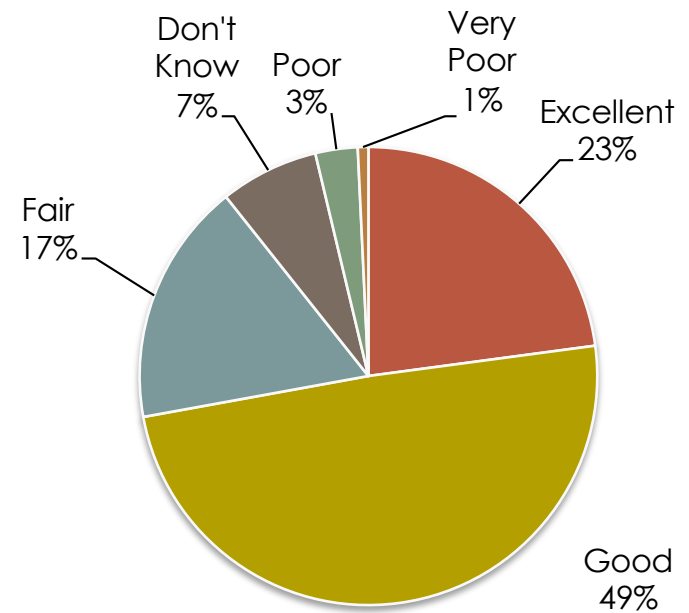
Majority of voters satisfied with the quality of education

Rescue Union School District

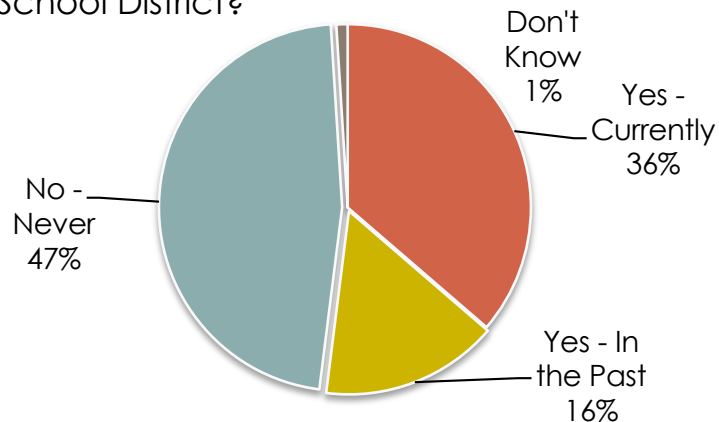
- ❖ Generally speaking, would you say education in California is headed in the right direction or the wrong direction?



- ❖ From what you know or what you've heard, would you rate the quality of education provided by the Rescue Union School District as Excellent, Good, Fair, or Poor?



- ❖ Do you have any children or grandchildren who are now attending school in the Rescue Union School District?

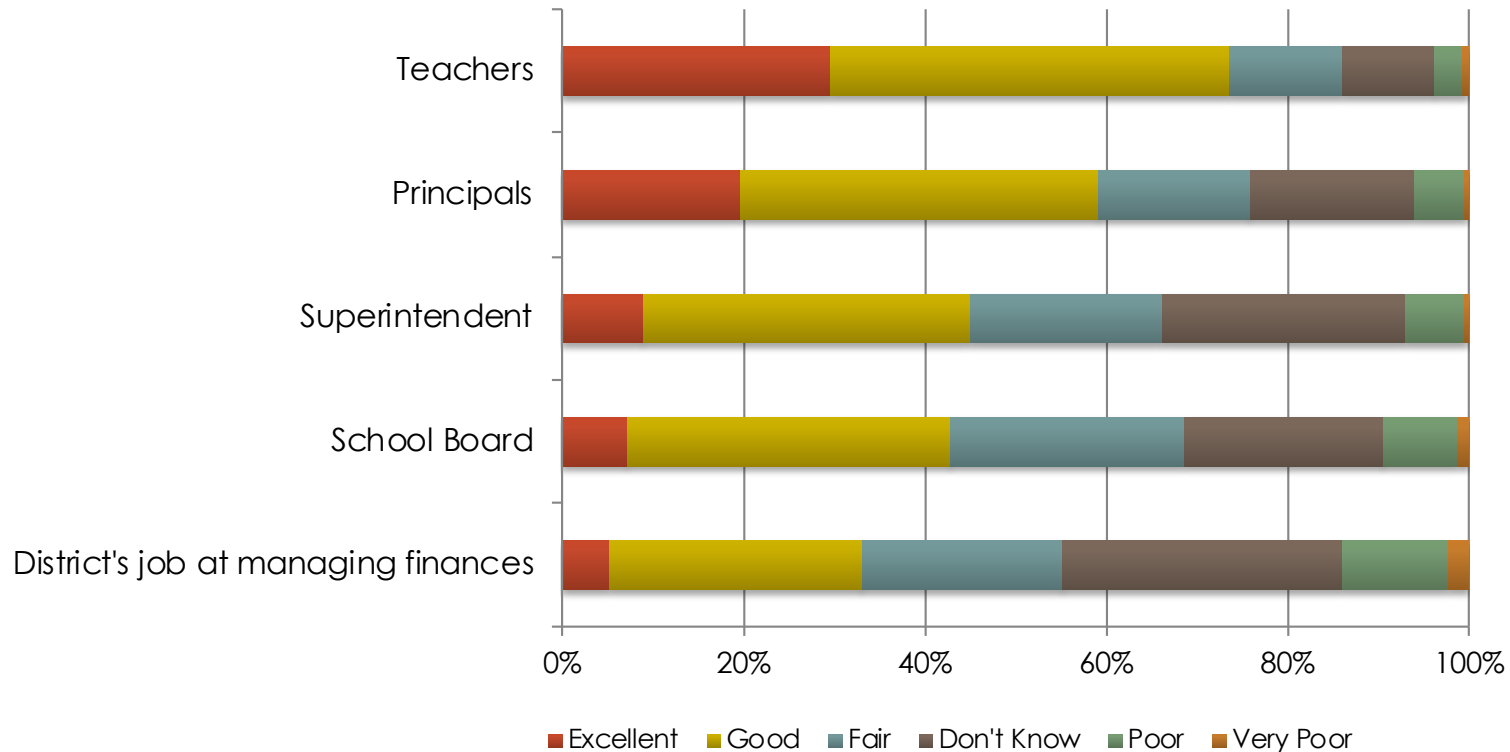


General Questions

Voters are supportive of the District

Rescue Union School District

- ❖ Now I would like to ask you several questions regarding different aspects of the Rescue Union School District. For each please tell me whether you would rate it as Excellent, Good, Fair, or Poor?

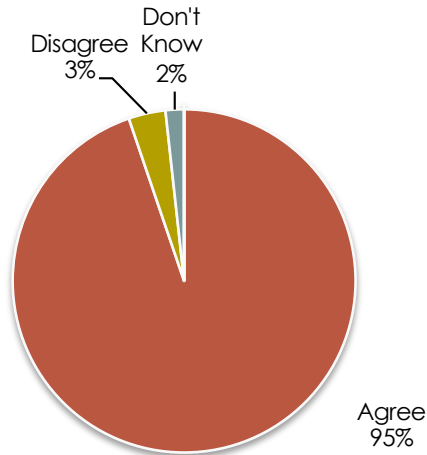


General Questions

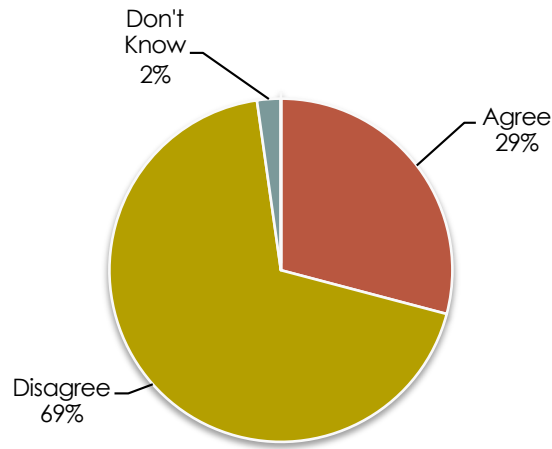
Majority of voters believe in more funding

Rescue Union School District

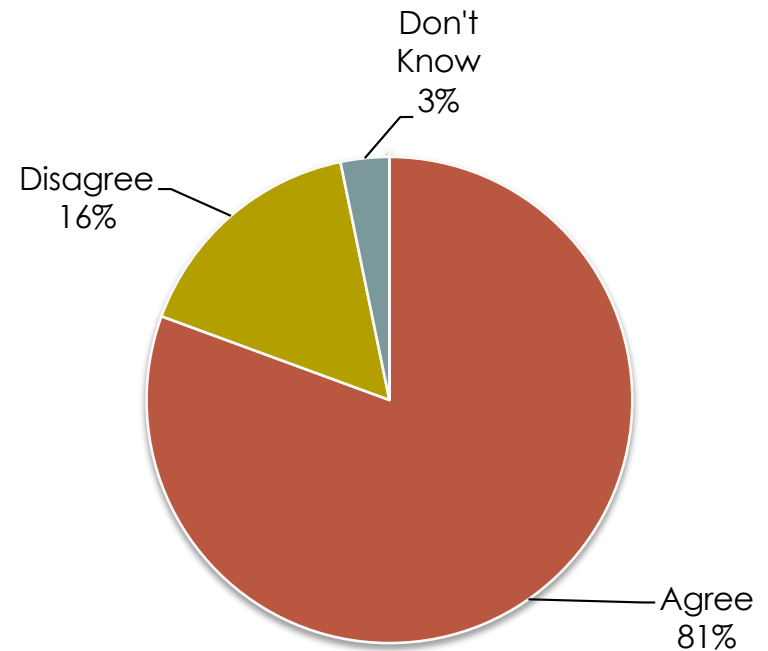
- ❖ Good schools help improve property values?



- ❖ I would never vote for a tax increase no matter what the money would be used for.



- ❖ Because the state continues to underfund public education, local voters need to do more to protect the quality of facilities in their local public schools?



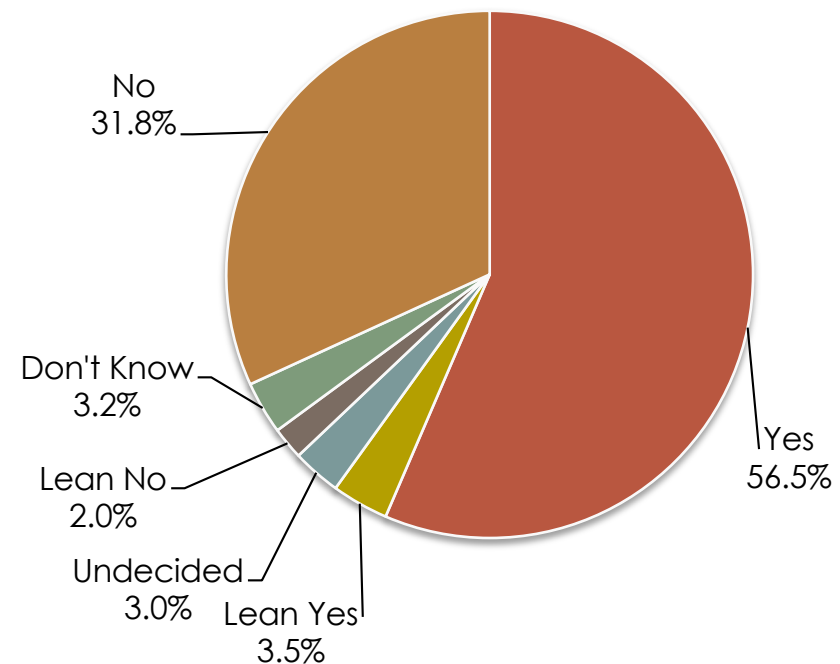
Ballot Measure

Support for measure is above the Prop. 39 55% threshold

Rescue Union School District

- ❖ At this time, the Rescue Union School District is looking to make classroom and school facility improvements and is considering placing a school improvement bond measure before voters in your community on an upcoming ballot. Let me read you the proposed measure:

“To improve the quality of education; modernize outdated classrooms, restrooms and school facilities; repair or replace leaky roofs; and make health and safety improvements; shall Rescue Union School District issue \$54,000,000 of bonds at legal interest rates, generating on average \$3,200,000 annually as long as bonds are outstanding at a rate of approximately 3 cents per \$100 assessed value, with annual audits, independent citizens' oversight committee, NO money for salaries and no money taken by the State?”

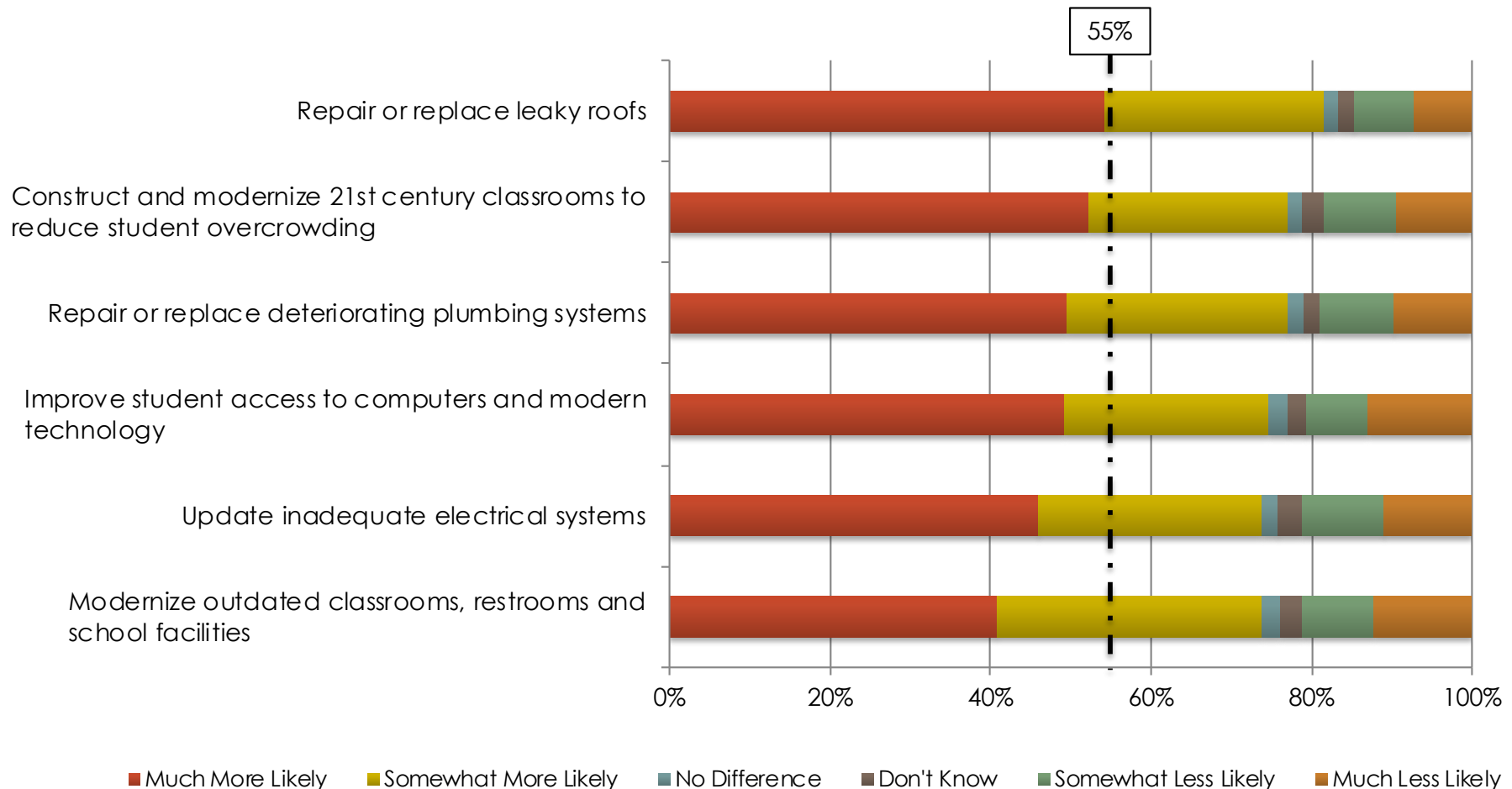


G.O. Bond Projects

All projects tested below received 70% support and above

Rescue Union School District

- ❖ For each project, please tell me whether it would make you More Likely or Less Likely to vote in favor of the measure if you knew funds would be used to:

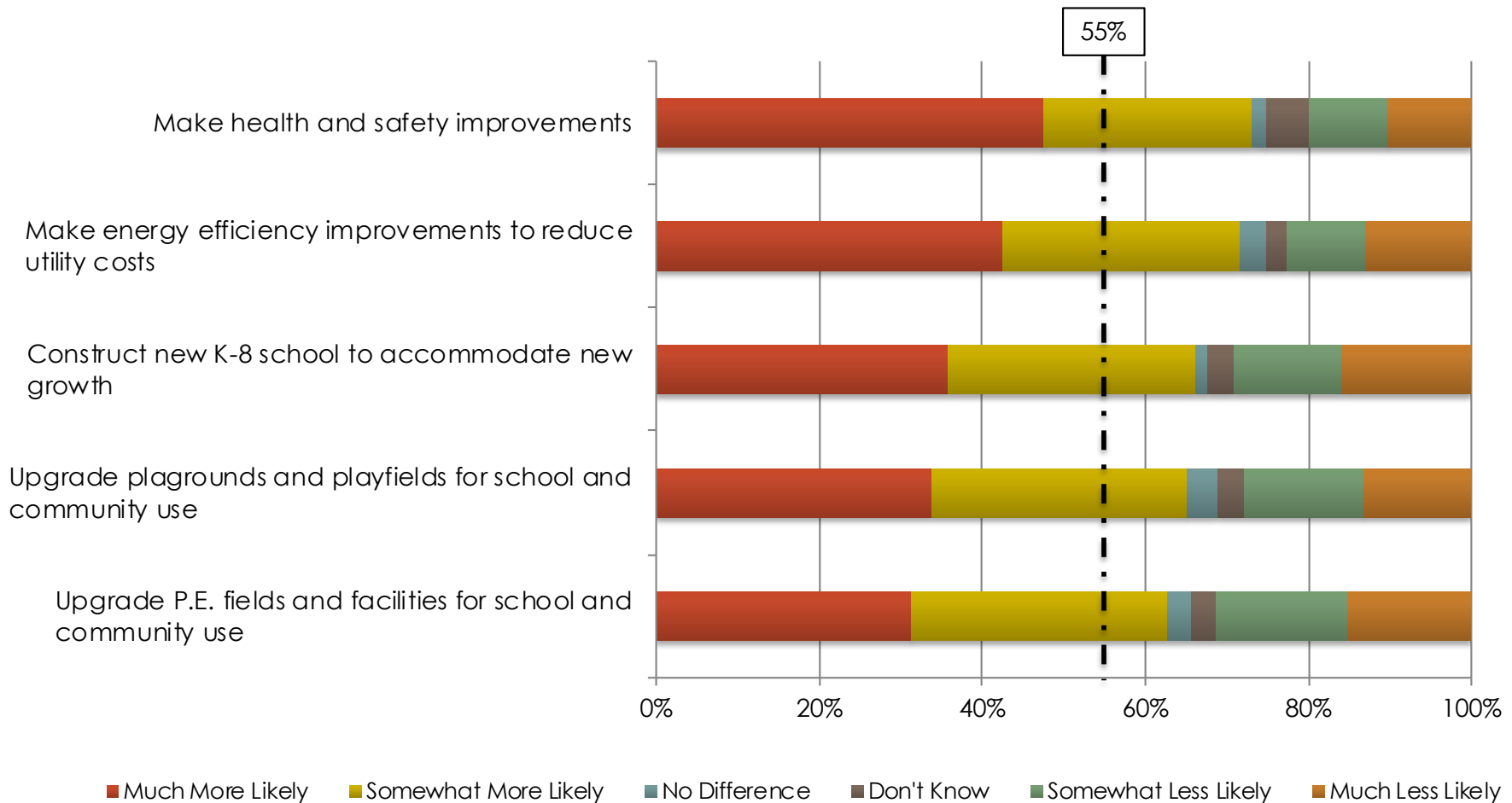


G.O. Bond Projects

All projects tested below received 60% support and above

Rescue Union School District

- ❖ For each project, please tell me whether it would make you More Likely or Less Likely to vote in favor of the measure if you knew funds would be used to:



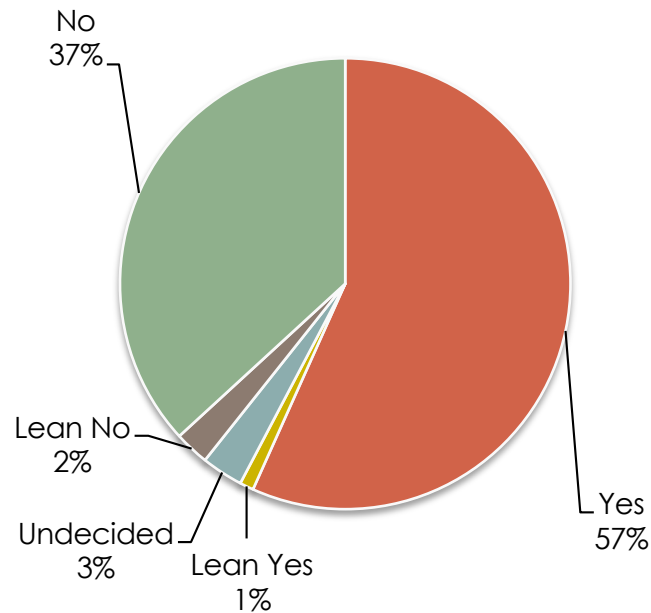
Tax Tolerances

Voters were supportive of highest tax rate

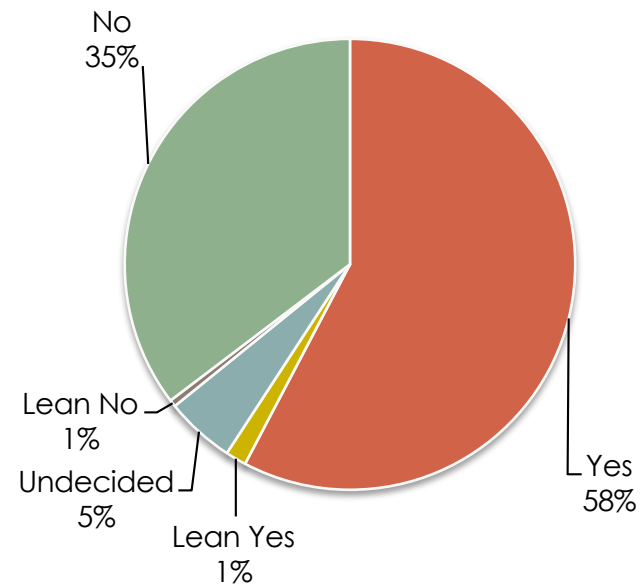
Rescue Union School District

- ❖ The proposed measure would cost property owners \$30 per \$100,000 of assessed value per year or approximately \$2.50 per \$100,000 of assessed valuation per month?

\$30 year



\$2.50 month



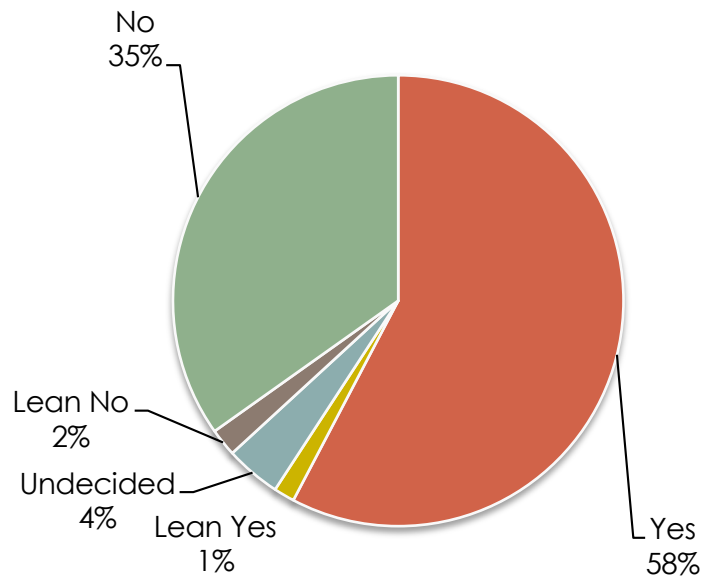
Tax Tolerances

Support increased with lower tax rates

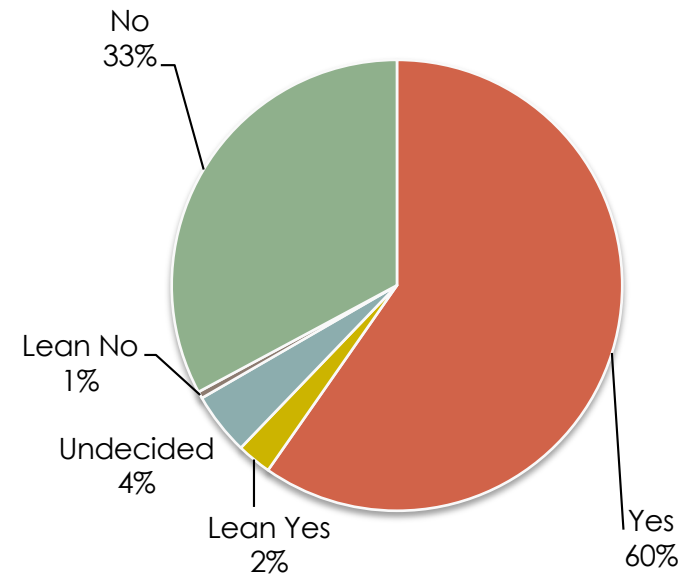
Rescue Union School District

- ❖ The proposed measure would cost property owners \$25 per \$100,000 of assessed value per year or approximately \$2 per \$100,000 of assessed valuation per month?

\$25 year



\$2.00 month



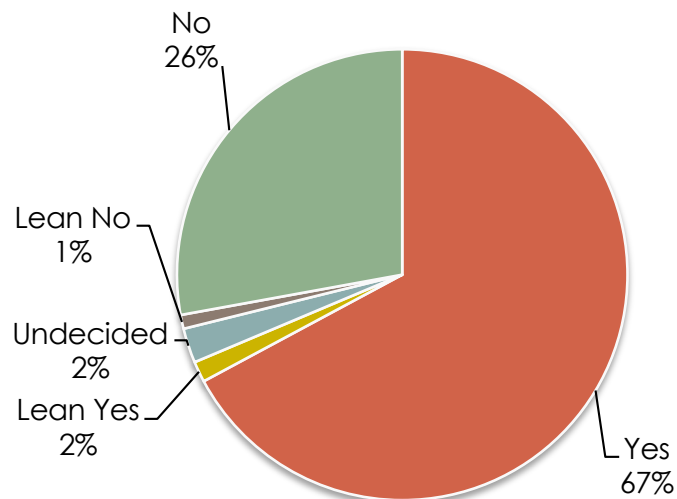
Tax Tolerances

Support increased with lower tax rates

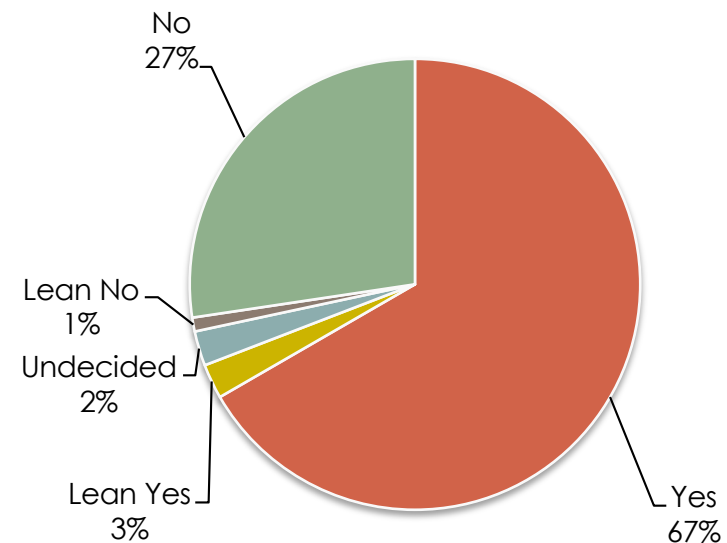
Rescue Union School District

- ❖ The proposed measure would cost property owners \$19 per \$100,000 of assessed value per year or approximately \$1.50 per \$100,000 of assessed valuation per month?

\$19 year



\$1.50 month

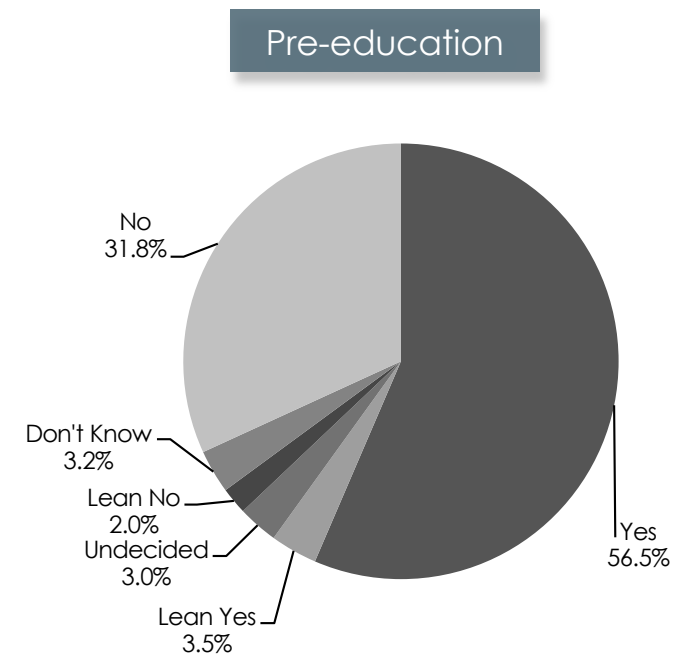
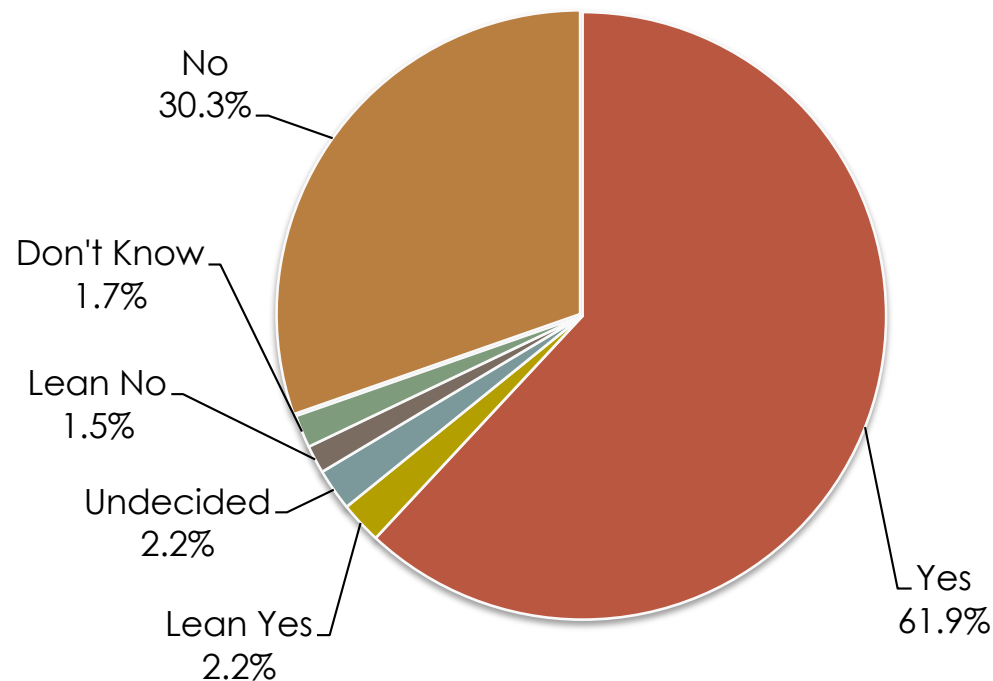


Ballot Measure

Support increased after voter education

Rescue Union School District

- ❖ Now that you have heard some more information regarding the proposed projects and cost, if the election were held today, would you vote YES in favor of the measure or would you vote NO to oppose the measure?

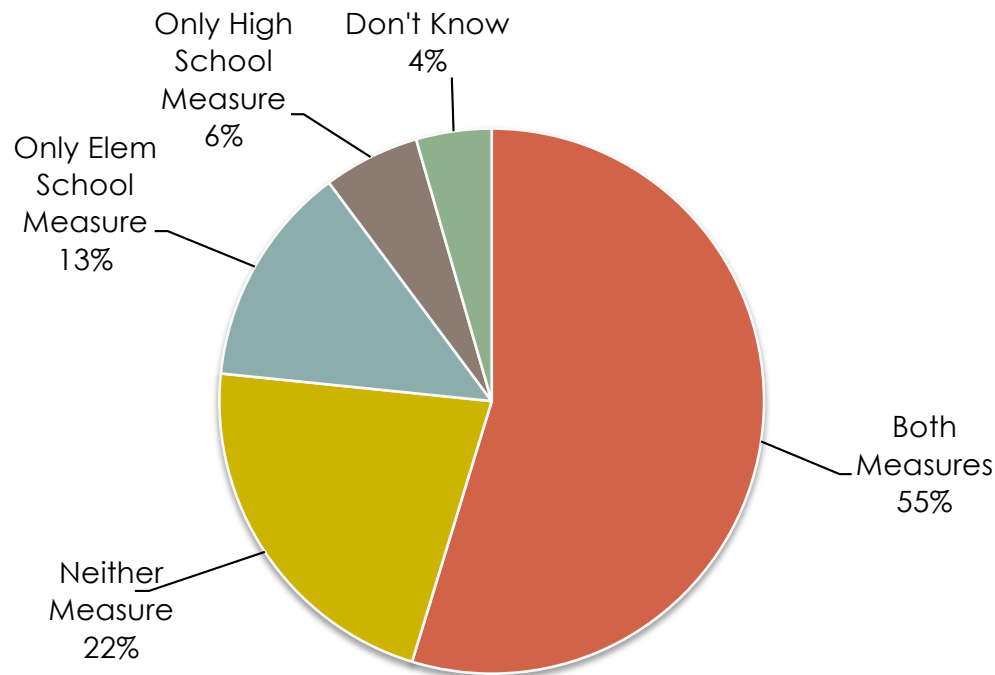


Tax Tolerances

68% of respondents would vote "Yes" on Rescue ESD measure

Rescue Union School District

- ❖ In addition to the Elementary School District measure, there is discussion of El Dorado Union High School District placing a bond measure on an upcoming ballot to make facility improvements at the high schools in the area. If the election were held today and BOTH the El Dorado high school district and Rescue elementary school district measures were on the SAME ballot would you vote for...



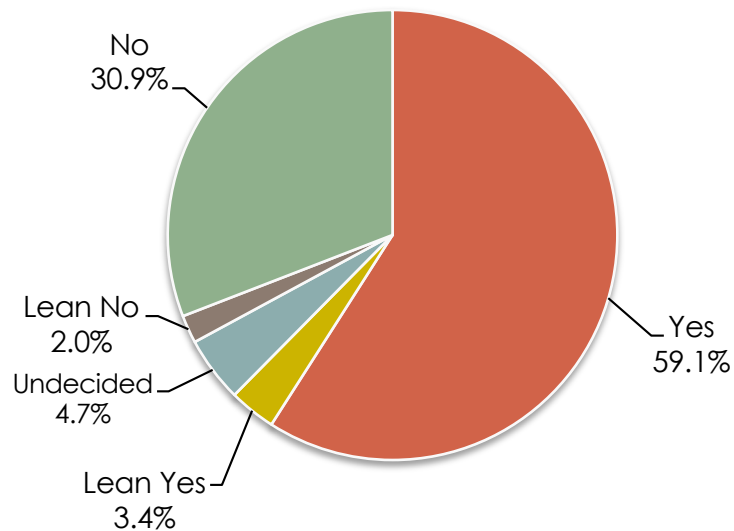
Support by Voter Propensity

Greater support is found among lower propensity voters

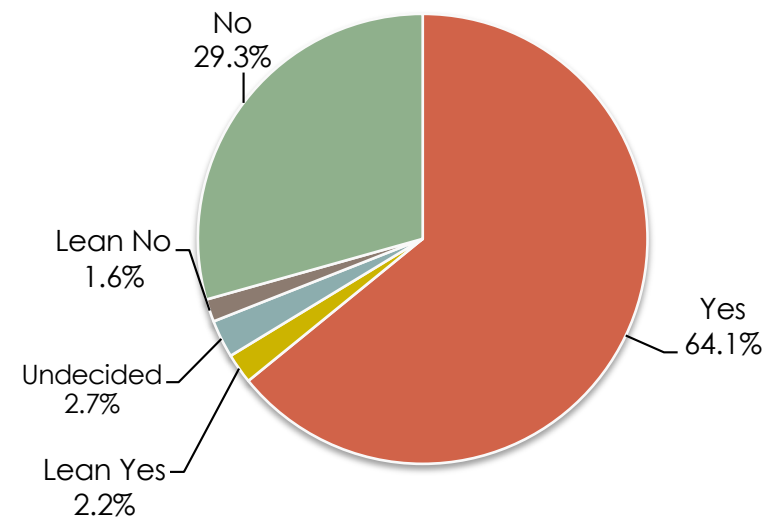
Rescue Union School District

- ❖ Now that you have heard some more information regarding the proposed measure, projects, and cost, if the election were held today, would you vote YES in favor of the measure or would you vote NO to oppose the measure?

March 2020 Likely Voters



November "Only" 2020 Voters



Conclusions and Recommendations

Conclusions and Recommendations

Majority of voters believe in more funding

Rescue Union School District

- ❖ Majority of voters believe the District provides an “Excellent” or “Good” education.
- ❖ Initial support for the measure was 56.5% Yes (3.5% Lean Yes), with 3.0% Undecided; after education support for the measure was 61.9% Yes (2.2% Lean Yes), with 2.2% Undecided.
- ❖ All projects tested received over 60%.
- ❖ Voters were supportive of all tax rates tested.
- ❖ Support is above the 55% voter approval threshold; we recommend the District continue to reach out to and educate the community and plan on placing a bond measure on an upcoming 2020 ballot.