

ITEM #: 2
DATE: December 17, 2019

RESCUE UNION SCHOOL DISTRICT

**AGENDA ITEM: ANNUAL ORGANIZATIONAL
MEETING - Board Officers Selection**

BACKGROUND:

Pursuant to Education Code Section 35143 and District Board Bylaw 9100, the Governing Board shall elect a president and a clerk and/or vice president from its members and appoint a secretary to the Board at the annual organizational meeting.

STATUS:

The Board will nominate and approve the positions of:

President	(BB 9121)
Vice-President	(BB 9100)
Clerk	(BB 9123)

and shall confirm the Superintendent to serve as Secretary to the Board.

FISCAL IMPACT:

N/A

BOARD GOAL:

N/A

RECOMMENDATION:

The Board elect the positions of president, vice-president and clerk of the Board, and confirm the Superintendent to serve as Secretary to the Board.

Rescue Union ESD

Board Bylaw

Organization

BB 9100

Board Bylaws

Annual Organizational Meeting

The Governing Board shall hold an annual organizational meeting within the time limits prescribed by law. (Education Code 35143)

At this meeting the Board shall:

1. Elect a president and a clerk and/or vice president from its members
2. Appoint a secretary to the Board
3. Authorize signatures
4. Develop a schedule of regular meetings for the year
5. Develop a Board calendar for the year
6. Designate Board representatives

(cf. 9140 - Board Representatives)

(cf. 9320 - Meetings and Notices)

Election of Officers

The Board shall each year elect its entire slate of officers.

Legal Reference:

EDUCATION CODE

5017 Term of Office

35143 Annual organizational meeting date, and notice

35145 Public meetings

GOVERNMENT CODE

54953 Meetings to be open and public; attendance

ATTORNEY GENERAL OPINIONS

68 Ops.Cal.Atty.Gen. 65 (1985)

59 Ops.Cal.Atty.Gen. 619, 621-622 (1976)

Bylaw RESCUE UNION SCHOOL DISTRICT

adopted: January 2003 Rescue, California

Rescue Union ESD

Board Bylaw

President

BB 9121

Board Bylaws

The Governing Board shall elect a president from among its members to provide leadership on behalf of the Board and the educational community it serves.

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

(cf. 9100 - Organization)

The president shall preside at all Board meetings. He/she shall:

1. Call the meeting to order at the appointed time
2. Announce the business to come before the Board in its proper order
3. Enforce the Board's policies relating to the conduct of meetings and help ensure compliance with applicable requirements of the Brown Act
4. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference
5. Explain what the effect of a motion would be if it is not clear to every member
6. Restrict discussion to the question when a motion is before the Board
7. Rule on issues of parliamentary procedure
8. Put motions to a vote, and state clearly the results of the vote
9. Be responsible for the orderly conduct of all Board meetings

(cf. 9323 - Meeting Conduct)

The president shall perform other duties in accordance with law and Board policy including, but not limited to:

1. Signing all instruments, acts and orders necessary to carry out state requirements and the will of the Board
2. Consulting with the Superintendent or designee on the preparation of the Board's agendas

(cf. 9322 - Agenda/Meeting Materials)

3. Working with the Superintendent to ensure that Board members have necessary materials and information

4. Subject to Board approval, appointing and dissolving all committees

(cf. 9130 - Board Committees)

5. Calling such meetings of the Board as he/she may deem necessary, giving notice as prescribed by law

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

6. Representing the district as governance spokesperson, in conjunction with the Superintendent

(cf. 1112 - Media Relations)

The president shall have the same rights as other members of the Board, including the right to move, second, discuss and vote on all questions before the Board.

When the president resigns or is absent or disabled, the vice president shall perform the president's duties. When both the president and vice president are absent or disabled, the clerk shall perform the president's duties.

Legal Reference:

EDUCATION CODE

35022 President of the board

35143 Annual organizational meetings; dates and notice

GOVERNMENT CODE

54950-54963 Ralph M. Brown Act

Management Resources:

CSBA PUBLICATIONS

Board Presidents' Handbook, revised 2002

CSBA Professional Governance Standards, 2000

Maximizing School Board Leadership: Boardsmanship, 1996

WEB SITES

CSBA: <http://www.csba.org>

Bylaw RESCUE UNION SCHOOL DISTRICT

adopted: September 2004 Rescue, California

Rescue Union ESD

Board Bylaw

Secretary

BB 9122

Board Bylaws

The Governing Board shall appoint the Superintendent to serve as secretary to the Board. The secretary to the Board shall be responsible for maintaining an accurate and complete record of all Board proceedings and shall:

1. Prepare, distribute and maintain the Board agenda
(cf. 9322 - Agenda/Meeting Materials)
2. Record, distribute and maintain the Board minutes
(cf. 9324 - Minutes and Recordings)
3. Maintain Board records and documents
4. Conduct official correspondence for the Board
5. As directed by the Board, sign and execute official papers
6. Perform other duties as assigned by the Board

(cf. 2111 - Superintendent Governance Standards)

Legal Reference:

EDUCATION CODE

35025 Secretary and bookkeeper

35143 Annual organizational meetings; dates and notice

35250 Duty to keep certain records and reports

GOVERNMENT CODE

54950-54963 Ralph M. Brown Act

Management Resources:

CSBA PUBLICATIONS

CSBA Professional Governance Standards, 2000

Maximizing School Board Leadership: Boardsmanship, 1996

WEB SITES

CSBA: <http://www.csba.org>

Bylaw RESCUE UNION SCHOOL DISTRICT

adopted: September 2004 Rescue, California

Rescue Union ESD

Board Bylaw

Clerk

BB 9123

Board Bylaws

At the annual organizational meeting, the Governing Board shall elect a clerk from its own membership. (Education Code 35143)

(cf. 9100 - Organization)

The duties of the clerk shall be to:

1. Certify or attest to actions taken by the Board when required
2. Maintain such other records or reports as required by law
3. Sign the minutes of Board meetings following their approval

(cf. 9324 - Minutes and Recordings)

4. Sign documents on behalf of the district as directed by the Board
5. Serve as presiding officer in the absence of the president and vice president

(cf. 9121 - President)

6. Perform any other duties assigned by the Board

Legal Reference:

EDUCATION CODE

- 17593 Repair and supervision of property (duty of district clerk)
- 35038 Appointment of clerk by county superintendent of schools
- 35039 Dismissal of clerk
- 35121 Appointment of clerk in certain city and high school districts
- 35143 Annual organizational meetings
- 35250 Duty to keep certain records and reports
- 38113 Duty of clerk (re provision of school supplies)

GOVERNMENT CODE

- 54950-54963 Ralph M. Brown Act

Management Resources:

CSBA PUBLICATIONS

- CSBA Professional Governance Standards, 2000
- Maximizing School Board Leadership: Boardmanship, 1996

WEB SITES

- CSBA: <http://www.csba.org>

Bylaw RESCUE UNION SCHOOL DISTRICT

adopted: September 2004 Rescue, California

ITEM #: 3
DATE: December 17, 2019

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: BOARD COMMITTEE REPRESENTATIVE APPOINTMENTS

BACKGROUND:

Each December, per Board Bylaws 9130 and 9140, the Board considers committee appointments. The Board may appoint any of its members to serve as its representative on District committees or advisory committees of other public agencies or organizations.

STATUS:

At this meeting, the Board shall appoint a representative and an alternate to the El Dorado County School Boards Association and a representative and an alternate to the El Dorado Schools Financing Authority. Board members serve as an advisory Board representative for a one-year period.

FISCAL IMPACT:

N/A

BOARD GOAL:

N/A

RECOMMENDATION:

The Board appoint a representative to the El Dorado County School Boards Association and an alternate and a representative and an alternate to the El Dorado Schools Financing Authority.

Rescue Union ESD

Board Bylaw

Board Committees

BB 9130

Board Bylaws

The Governing Board may establish a committee whenever it determines that such a committee would benefit the district by providing diverse viewpoints, specialized knowledge or expertise, or increased efficiency. Such committees may be subcommittees of the Board or committees that include members of the community, staff, or other stakeholder groups.

(cf. 1220 - Citizen Advisory Committees)

(cf. 2230 - Representative and Deliberative Groups)

(cf. 9140 - Board Representatives)

Upon establishing a committee, the Board shall clearly define the committee's purpose, any timeline for completion of assigned responsibilities, any stakeholder groups or individuals to be represented on the committee, length of time that committee members are expected to serve, and expectations for reporting to the Board and/or the Superintendent or designee. Unless specifically authorized by the Board to act on its behalf, the committee shall act in an advisory capacity.

Except for subcommittees of the Board, committee members shall, as appropriate, be recommended by the Superintendent or designee and appointed by the Board president, subject to Board approval.

(cf. 9121 - President)

The Superintendent or designee shall provide committee members with information and assistance necessary for the fulfillment of the committee's charges, and may serve as a non-voting advisor to the committee at the discretion of the Board.

Whenever so charged, committees may actively seek input and participation by parents/guardians, staff, community, and students and may consult with local public boards and agencies.

Any committee not required by law may be dissolved when its duties or term has been completed or whenever the Board deems necessary.

Committee Meetings

Unless otherwise exempted by law, Board-created committees shall provide public notice of their meetings and conduct meetings in accordance with Government Code 54950-54963 (the Brown Act).

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

However, Board subcommittees composed solely of less than a quorum of the members of the Board are not subject to open meeting laws unless they are standing committees. Standing committees of the Board, irrespective of membership, are those that have a continuing subject matter jurisdiction or a meeting schedule established by action of the Board. (Government Code 54952)

Standing committees with a continuing subject matter jurisdiction include, but are not limited to, those responsible for providing advice on budgets, audits, Board policy, contracts, and personnel matters at the Board's request.

(cf. 3100 - Budget)
(cf. 3430 - Investing)
(cf. 9310 - Board Policies)

When a majority of the members of the Board attend an open and noticed meeting of a standing committee, the Board members who are not members of the standing committee shall attend only as observers. (Government Code 54952.2)

Whenever any advisory or standing committee, including a committee not otherwise subject to the Brown Act, posts a meeting agenda at least 72 hours in advance of the meeting, that meeting shall be considered as a regular meeting of the Board for purposes of the Brown Act and therefore must be held within district boundaries unless otherwise authorized by law. (Government Code 54954)

Committees may meet in a closed session during a regular or special meeting only for those purposes specifically authorized by law for closed sessions held by the Board.

(cf. 9321 - Closed Session Purposes and Agendas)

Legal Reference:

EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

35024 Executive committee

35160 Authority of governing boards

35160.1 Broad authority of school districts

GOVERNMENT CODE

54950-54963 The Brown Act, especially:

54952 Legislative body, definition

54952.2 Definition of meeting

54954 Time and place of regular meetings; special meetings; emergencies

54954.3 Opportunity for public to address legislative body

54957 Closed session purposes

COURT DECISIONS

Frazer v. Dixon Unified School District, (1993) 18 Cal.App.4th 781

ATTORNEY GENERAL OPINIONS

81 Ops.Cal.Atty.Gen. 156 (1998)

80 Ops.Cal.Atty.Gen. 308 (1997)

79 Ops.Cal.Atty.Gen. 69 (1996)

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, 2009

WEB SITES

CSBA: <http://www.csba.org>

National School Boards Association: <http://www.nsba.org>

Bylaw RESCUE UNION SCHOOL DISTRICT

adopted: September 2004 Rescue, California

revised: October 8, 2013

Rescue Union ESD

Board Bylaw

Board Representatives

BB 9140

Board Bylaws

The Governing Board may appoint any of its members to serve as its representatives on district committees or advisory committees of other public agencies or organizations. Due to open meeting law requirements, a majority of the Board shall not be appointed to serve on the same committee.

(cf. 9270 - Conflict of Interest)

(cf. 9320 - Meetings and Notices)

When making such appointments, the Board shall clearly specify, on a case-by-case basis, what authority and responsibilities are involved. Board representatives shall not grant district support or endorsement for any activity without prior Board approval.

If a committee discusses a topic on which the Board has taken a position, the Board member may express that position as a representative of the Board. When contributing individual ideas or opinions on other topics, he/she shall make it clear that he/she is speaking as an individual, not on behalf of the Board.

(cf. 1220 - Citizen Advisory Committees)

(cf. 9010 - Public Statements)

(cf. 9130 - Board Committees)

At its annual organizational meeting, the Board shall designate one Board member as its representative to elect members to the county committee on school district organization. (Education Code 35023)

The Board shall provide the representative with nominees to this committee.

A Board member is eligible to serve as a member of the county committee on school district organization. (Education Code 4007)

(cf. 9100 - Organization)

Legal Reference:

EDUCATION CODE

4000-4014 County committees on school district organization

35020-35046 School district officers and agents (power of governing board to employ or

appoint)
35160 Authority of governing boards
GOVERNMENT CODE
54952.2 Meetings

Bylaw RESCUE UNION SCHOOL DISTRICT
adopted: January 2003 Rescue, California

**RESCUE UNION SCHOOL DISTRICT
BOARD ADVISORY COMMITTEE REPRESENTATIVES**

YEAR	El Dorado County School Boards Association (meets every other month)	El Dorado Schools Financing Authority - CFD/#1 (meets once a year)
2012	Ellen Driscoll Alt. - Erike Young	5:30 pm June 28, 2012 EDUHSD Board Room Kim White, Rep Suzanna George, Alternate
2013	Ellen Driscoll Alt. - Erike Young	5:30 pm June 27, 2013 BUSD Board Room Kim White, Rep
2014	Suzanna George Alt: - Ellen Driscoll	5:30 pm June 26, 2014 RUSD Board Room Kim White Alt. - Serena Posner
2015	Suzanna George Alt: - Ellen Driscoll	5:30 pm June 25, 2015 EDUHSD Board Room Kim White Alt. - Serena Posner
2016	Suzanna George Alt. - Nancy Brownell	5:30 pm June 30, 2016 BUSD Board Room Kim White Alt. Serena Posner
2017	Suzanna George Alt. - Tagg Neal	5:30 pm June TBD RUSD Board Room Kim White Alt. - Stephanie Kent
2018	Suzanna George Alt. - Stephanie Kent	5:30 pm June TBD EDUHSD Board Room Kim White Alt. - Tagg Neal
2019	Stephanie Kent Alt. - Tagg Neal	5:30 pm June TBD BUSD Board Room Kim White Alt. - Suzanna George
2020	Alt. -	5:30 pm June TBD RUSD Board Room Alt. -

Note: Appointments for following year, example - Year 2017 decided in December of 2016

ITEM #: 4
DATE: December 17, 2019

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: **Certification of District Signatures**

BACKGROUND:

Pursuant to Education Code Section 35143, 42632, 42633 and District Board Bylaw 9100, the annual Governing Board shall authorize signatures at the annual organizational meeting.

STATUS:

The attached Certification of Signatures reflects a change of Board Officers.

FISCAL IMPACT:

N/A

BOARD GOAL:

N/A

RECOMMENDATION:

District administration recommends the Board of Trustees approve the Certification of Signatures.

Certification of Signatures

Rescue Union School District

Name of School District

As clerk/secretary to the governing board of the above named school district, I certify that the signatures shown below in Column 1 are of the members of the governing board. I certify that the signatures as shown in column 2 are the verified signatures of the person or persons authorized to sign notices of employment, contracts and orders drawn on the funds of the district. These certifications are made in accordance with the provision of Education Code Sections:

K-12 Districts: 35143, 42632, and 42633
Community College Districts: 72000, 85232, and 85233

If persons authorized to sign orders as shown in Column 2 are unable to do so, the law requires the signatures of the majority of the governing board. These approved signatures are valid for the period of December 2019 to December 2020, in accordance with governing board approval dated **December 17, 2019**.

<u>Column 1</u>	<u>Column 2</u>
Signatures of Members of the Governing Board	Signatures of Personnel and/or Members of Governing Board authorized to sign Orders for Salary, or Commercial Payments, Notices of Employment and Contracts.
Signature:	Signature:
Typed Name: I	Typed Name: Cheryl Olson
Title: President of the Board of Trustees/Education	Title: Superintendent

Signature:	Signature:
Typed Name:	Typed Name: Sean Martin
Title: Clerk/Secretary of the Board of Trustees/Education	Title Assistant Superintendent of Business Services

Signature:	Signature:
Typed Name:	Typed Name: Dave Scroggins
Title: Vice President of the Board of Trustees/Education	Title Assistant Superintendent of Curriculum & Instruction

Signature:	Signature:
Typed Name:	Typed Name:
Title: Member of the Board of Trustees/Education	Title

Signature:	Signature:
Typed Name:	Typed Name:
Title: Member of the Board of Trustees/Education	Title

Signature:	Signature:
Typed Name:	Typed Name:
Title:	Title

Signature: _____
 Clerk/Secretary to the Board

ITEM #: 5
DATE: December 17, 2019

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Adoption of Board Meeting Calendar and Board Protocol

BACKGROUND:

Pursuant to Education Code 35140, the Board shall adopt a yearly calendar specifying the date, time and place of each regular meeting.

STATUS:

The Board will approve the 2020 Board meeting calendar, the 2021 tentative Board meeting calendar, the time and place of each regular meeting and Board protocol.

FISCAL IMPACT:

N/A

BOARD GOAL:

N/A

RECOMMENDATION:

The Board approve the 2020 Board meeting calendar, the 2021 tentative Board meeting calendar, specifying the date time and place of Board Meetings and Board protocol.

RESCUE UNION SCHOOL DISTRICT
**ANNUAL BOARD MEETING CALENDAR,
PLACE, TIME AND BOARD PROTOCOL**

CALENDAR:

See Attached Calendar

PLACE (unless otherwise posted):

Board Room
Rescue Union School District Office
2390 Bass Lake Road
Rescue, CA 95672

TIME (unless otherwise posted):

6:30 P.M.
Closed Sessions will be held at 5:30 P.M. when necessary

BOARD PROTOCOL (unless otherwise posted):

Robert's Rules of Order
Board Policies
Board Meeting Brochure



RESCUE UNION SCHOOL DISTRICT

"Educating for the Future, Together"

	Holiday
	Board Meeting
	Board Study Session
	Special Board Meeting

2020 Board Meeting Calendar Board Approved

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

JAN				
M	T	W	T	F
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13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

FEB				
M	T	W	T	F
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10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MAR				
M	T	W	T	F
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9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

APR				
M	T	W	T	F
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20	21	22	23	24
27	28	29	30	

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

Jan 15 - Board Items Due

- 1 *New Year's Day*
- 3 *Winter Break Ends*
- 20 *Martin Luther King Jr. Day*

Jan 30 - Board Items Due

- 10 *Lincoln's Day (observed)*
- 17 *President's Day (Washington's Day)*

Feb 27 - Board Items Due

Mar 25 - Board Items Due

- 6 *Spring Break Begins*
- 10 *Spring Break Ends*

Apr 30 - Board Items Due

- 25 *Memorial Day (observed)*

JUN				
M	T	W	T	F
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22	23	24	25	26
29	30			

JULY				
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AUG				
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31				

SEPT				
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OCT				
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19	20	21	22	23
26	27	28	29	30

May 28 - Board Items Due
Jun 11 - Board Items Due

Board Meeting Date
TBA, as Needed

- 3 *Independence Day (observed)*
- 4 *Independence Day*

July 30 - Board Items Due

Aug 26 - Board Items Due

- 7 *Labor Day*

Oct 1 - Board Items Due

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

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

Oct 29 - Board Items Due

- 11 *Veterans Day*
- 23-27 *Thanksgiving Break*

Dec 3 - Board Items Due

- 21 *Winter Break Begins*



RESCUE UNION SCHOOL DISTRICT

"Educating for the Future, Together"

	Holiday
	Board Meeting
	Board Study Session
	Special Board Meeting

2021 Board Meeting Calendar TENTATIVE Board Approved ?

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

JAN					FEB					MAR					APR					MAY				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
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4	5	6	7	8	8	9	10	11	12	8	9	10	11	12	5	6	7	8	9	10	11	12	13	14
11	12	13	14	15	15	16	17	18	19	15	16	17	18	19	12	13	14	15	16	17	18	19	20	21
18	19	20	21	22	22	23	24	25	26	22	23	24	25	26	19	20	21	22	23	24	25	26	27	28
25	26	27	28	29						29	30	31			26	27	28	29	30	31				

Dec 17 - Board Items Due
 1 *New Year's Day*
 4 *Winter Break Ends*
 18 *Martin Luther King Jr. Day*

Jan 28 - Board Items Due
 12 *Lincoln's Day (observed)*
 15 *President's Day (Washington's Day)*

Feb 25 - Board Items Due
 29 *Spring Break Begins*

Mar 24 - Board Items Due
 5 *Spring Break Ends*
 13 *Spring Break Ends*

Apr 29 - Board Items Due
 31 *Memorial Day (observed)*

JUN				
M	T	W	T	F
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7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

JULY				
M	T	W	T	F
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19	20	21	22	23
26	27	28	29	30

AUG				
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16	17	18	19	20
23	24	25	26	27
30	31			

SEPT				
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13	14	15	16	17
20	21	22	23	24
27	28	29	30	

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

May 26 - Board Items Due
Jun 10 - Board Items Due

Board Meeting Date
TBA, as Needed
 4 *Independence Day*
 5 *Independence Day (observed)*

July 29 - Board Items Due

Aug 25 - Board Items Due
 6 *Labor Day*

Sept 30 - Board Items Due

NOV				
M	T	W	T	F
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15	16	17	18	19
22	23	24	25	26
29	30			

DEC				
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6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

Oct 28 - Board Items Due
 11 *Veterans Day*
 22-26 *Thanksgiving Break*

Dec 2 - Board Items Due
 20-31 *Winter Break*

Rescue Union School District

AGENDA ITEM: **Discussion Item Only: Review Draft Settlement Agreement between the El Dorado Schools Financing Authority and Serrano El Dorado Owners' Association**

BACKGROUND:

The El Dorado Schools Financing Authority, consisting of its member school districts, the Buckeye Union SD, Rescue Union SD, the El Dorado Union High SD and the Serrano El Dorado Owners' Association, are in the process of developing a Final Settlement Agreement 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 Final Settlement Agreement have been conceptually agreed to by all parties and a draft of this settlement agreement will be presented to the Board for its information and discussion at the Board meeting. Once the Draft Settlement Agreement 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.

STATUS/DISCUSSION:

The purpose for the December 17 meeting is to have the Board review the agreement and provide direction to the Board's representative on the El Dorado Schools Financing Authority Governing Board regarding the terms of the Draft Settlement Agreement.

FISCAL IMPACT:

None. Currently, the District is obligated to pay lease payments with respect to certain outstanding series of certificates of participation, which lease payments have historically been funded entirely by the Special Tax revenues received by the District through CFD No. 1. Under the terms of the Settlement Agreement, 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.

RECOMMENDATION:

We recommend 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 Settlement Agreement.

DRAFT

[Hopefully a working copy will be provided to you by the time of our meeting on the 17th, but it may not be ready yet.](#)

FINAL SETTLEMENT AGREEMENT

This Final Settlement Agreement (this “Agreement”), dated for reference purposes as of _____, 2019, is entered into by and among the EL DORADO SCHOOLS FINANCING AUTHORITY (the “Authority”), a joint powers authority organized and existing under the laws of the State of California (the “State”), the BUCKEYE UNION SCHOOL DISTRICT (“Buckeye Union SD”), a public school district organized and existing pursuant to the laws of the State, the EL DORADO UNION HIGH SCHOOL DISTRICT (“El Dorado Union HSD”), a public school district organized and existing pursuant to the laws of the State, the RESCUE UNION SCHOOL DISTRICT (“Rescue Union SD”), a public school district organized and existing pursuant to the laws of the State, COMMUNITY FACILITIES DISTRICT NO. 1 (“CFD No. 1”) of the Authority, a Mello-Roos community facilities district, organized and operating under the laws of the State, and the SERRANO EL DORADO OWNERS’ ASSOCIATION (the “Association”), a California nonprofit mutual benefit corporation. The Authority, Buckeye Union SD, El Dorado Union HSD, Rescue Union SD, CFD No. 1, and the Association shall hereinafter be referred to individually as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, the Authority was formed pursuant to a Joint Exercise of Powers Agreement, dated as of June 19, 1990, by and among Buckeye Union SD, El Dorado Union HSD, and Rescue Union SD (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; and

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

WHEREAS, CFD No. 1 was, and is, authorized, under the Mello-Roos Act and other State law, to levy special taxes (“Special Tax” or “Special Taxes”) and incur bonded indebtedness in order to finance school facilities; and

WHEREAS, commencing with the fiscal year ending June 30, 1996, Special Taxes have been levied and collected by CFD No. 1 every fiscal year to date; and

WHEREAS, on or around May 22, 2019, the Parties entered into a Memorandum of Understanding, outlining general terms under which the Special Tax would be discontinued and CFD No. 1 would be dissolved, and directing the Parties to formalize such terms through the execution of a Final Settlement Agreement among the parties; and

WHEREAS, the Parties now wish to formally address various matters relating to the levy of the Special Taxes and use of Special Tax revenues, and establish a framework for the

termination of the levy of Special Taxes, and the corresponding dissolution of CFD No. 1, by entering into this Final Settlement Agreement.

NOW THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the receipt and adequacy of which the Parties hereby acknowledge, the Parties hereby agree as follows:

TERMS AND CONDITIONS

1. RECITALS AND EXHIBITS INCORPORATED

1.1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated into the “Terms and Conditions” of this Agreement as though set forth fully herein.

1.2. Incorporation of Exhibits. The Exhibits attached to this Agreement are hereby incorporated in this Agreement by reference.

2. TERM AND TIMING OF PERFORMANCE

2.1. Effective Date. Assuming due authorization and approval by the governing boards of each of the Parties, the “Effective Date” of this Agreement shall be the date upon which the last Party has executed this Agreement.

2.2. Special Tax Termination Date. The date on which the Special Taxes terminate shall be referred to herein as the “Special Tax Termination Date.” The Special Tax Termination Date shall be June 30, of the last fiscal year in which the Special Taxes will be levied, as set forth in Section [REDACTED] hereof.

2.3. Final Dissolution of CFD No. 1. CFD No. 1 shall be formally dissolved by action of the Governing Board of the Authority (“Authority Board”), as the legislative body of CFD No. 1, pursuant to and upon satisfaction of all conditions set forth in Section [REDACTED] hereof.

3. USE OF SPECIAL TAX REVENUES

3.1. El Dorado Union HSD

3.1.1. Beginning in fiscal year 2018-19,~~–~~ Special Tax revenues allocated and distributed to El Dorado shall be applied equally between:

3.1.1.1. the construction of a new high school (“New High School”) within the boundaries of El Dorado Union HSD and within such proximity to the El Dorado Specific Plan area as to reasonably serve students within such area [PARTIES: IS THE LOCATION DESCRIPTION HERE INTENDED TO HAVE THE SAME EFFECT AS THE “TWO EXISTING PARCELS” RESTRICTION ON G.O. BONDS?]; and

3.1.1.2. (a) The costs of planning, design, construction, acquisition, or expansion of support facilities related to facilities that have an estimated useful life of five (5) years or more at Oak Ridge High School; (b) acquisition of equipment related to facilities that have an estimated useful life of five (5) years or more at Oak Ridge High School; and (c) and the costs to acquire or construct other facilities at Oak Ridge High School, including portable classrooms, required to serve the students generated within CFD No. 1.

3.1.2. If the New High School is not constructed before five (5) years following the Special Tax Termination Date, El Dorado Union HSD shall use the Special Tax revenues designated for 3.1.1.2, for any lawful purpose consistent with the Resolution of Formation of CFD No. 1.

3.1.3. G.O. Bonds.

3.1.3.1. Prior to the Special Tax Termination Date, El Dorado Union HSD shall not call a general obligation bond measure election pursuant to Article XIII A, Section 1, of the California Constitution, within all or any portion of the territory within CFD No. 1 for purposes of financing the construction of the New High School.

3.1.3.2. Other than as prohibited by Section 3.1.3.1 above, El Dorado Union HSD is in no way restricted from calling general obligation bond measure elections for any purpose or in any territory within its boundaries.

3.2. RESERVED

3.3. RESERVED

3.4. Monitoring; Establishment of Oversight Committee

3.4.1. Formation and Purpose of Oversight Committee.

3.4.1.1. Within sixty (60) days of the Effective Date of this Agreement, the Authority shall, at its cost and expense, form and appoint members to an advisory committee (“Oversight Committee”).

3.4.1.2. The purpose and/or role of the Oversight Committee shall be to advise the Authority of its findings and to inform the public concerning the expenditure of CFD No. 1 Special Tax revenues.

3.4.2. Oversight Committee Duties

3.4.2.1. The Oversight Committee shall actively review and report on the expenditure of Special Tax revenues and advise the public as to whether Special Tax revenues are expended only for the purposes allowed by the Mello-Roos Act, and as consistent with both the purposes of CFD No. 1 as approved by the voters, and as consistent with this Agreement. In furtherance of its purpose, the Oversight Committee may inspect school facilities and grounds.

3.4.3. Oversight Committee Membership

3.4.3.1. The Oversight Committee shall consist of seven (7) members.

3.4.3.2. Oversight Committee members shall be residents of CFD No. 1 or owners of property located within CFD No. 1.

3.4.3.3. Oversight Committee members shall not be employees, officials, vendors, or contractors of any of the School Districts or the Association.

3.4.3.3-3.4.3.4. Committee members may not hold any incompatible office or position during their term of membership, as those terms are defined in Article 4.7 of Division 4 of Title I (commencing with section 1125) of the Government Code, and shall abide by the conflict of interest prohibitions contained in Article 4 of Division 4 of Title I (commencing with section 1090) of the Government Code.

3.4.4. Appointment of Oversight Committee Members

3.4.4.1. Oversight Committee members shall be appointed by the ~~governing board of the~~ Authority Board.

3.4.4.2. The ~~governing board of the~~ Authority Board shall consult with the Association when determining appointment of Oversight Committee members, but the ~~Governing Board of the~~ Authority Board shall have the final discretion with respect to the appointment of Oversight Committee members.

3.4.5. Term

3.4.5.1. Members of the Oversight Committee members shall serve for a term length of two (2) years without compensation.

3.4.5.2. Oversight Committee members may serve no more than three (3) total terms (whether consecutive or otherwise).

4. CONDITIONS PRECEDENT TO SPECIAL TAX TERMINATION DATE

4.1. Termination of CFD No. 1 Special Taxes.

4.1.1. The levy of the Special Tax shall terminate upon the earlier of the following: (a) June 30 of the fiscal year in which the Special Tax levy results in the aggregate total Special Taxes levied by CFD No. 1, inclusive of all Special Taxes levied before the Effective Date of this Agreement, equal or exceed \$155,587,862; or (b) June 30, 2034.

4.1.2. The date upon which the Special Taxes terminate pursuant to Section 4.1.1 shall be hereinafter referred to as the Special Tax Termination Date shall correspond with the end of the fiscal year for which either condition.

4.1.3. In no event shall Special Taxes be levied in the fiscal year following the Special Tax Termination Date. All Special Taxes levied prior to the Special Tax Termination Date and not paid (“Delinquent Special Taxes”) will continue to be collected, including through institution of foreclosure proceedings as allowed or required by law, by the El Dorado County Tax Collector, the Authority, or the School Districts.

4.2. Monitoring and Confirmation of Total Special Tax Levy.

4.2.1. The Authority shall actively monitor the total aggregate Special Tax levied by CFD No. 1.

4.2.2. Upon confirmation that the total aggregate taxes levied by CFD No. 1 either equals or exceeds \$155,587,862, ~~including confirmation by the El Dorado County Tax Collector of same~~, the Authority shall proceed to take such actions, in the manner, time, and form prescribed by the Mello-Roos Act, to ensure termination of the Special Taxes.

4.3. Confirmation of Redemption of Delinquent Special Taxes.

4.3.1. Upon confirmation ~~from the El Dorado County Tax Collector~~ that all Delinquent Special Taxes have been redeemed, the Authority shall proceed to take such actions, in the manner, time, and form prescribed by the Mello-Roos Act to ensure dissolution of CFD No. 1.

5. AUTHORITY’S OBLIGATIONS FOLLOWING SPECIAL TAX TERMINATION DATE.

5.1. Authority’s Procedural Obligations to Effect Dissolution of CFD No. 1.

5.1.1. Within a reasonable time following the Effective Date of this Agreement, the Authority shall adopt a resolution substantially in the form attached hereto as **Exhibit A**, determining that (a) upon the confirmations required by Section 4.2.2, the Special Tax shall automatically cease to be levied pursuant to Government Code section 53330.5, and (b) upon the confirmations required by Section 4.3.1, CFD No. 1 will be dissolved pursuant to Government Code section 53338.5. Such Resolution shall establish procedures for the following:

5.1.1.1. Recordation of a Notice of Cessation of Special Tax stating that the obligation to pay the Special Tax has ceased and that the lien imposed by the Amended Notice of Special Tax Lien recorded in the records of the County Recorder of El Dorado County, State of California, is extinguished.

5.1.1.2. Recordation of an Addendum to the Notice of Special Tax Lien, recorded in the records of the County Recorder of El Dorado County, State of California, which shall state that CFD No. 1 and all associated liens, if any, have been dissolved.

5.1.1.3. All other necessary actions required pursuant to the Mello-Roos Act in connection with the termination of Special Taxes and dissolution of CFD No. 1.

5.2. Outstanding Obligations of Authority

5.2.1. The Authority shall arrange for the payment of any outstanding debt or obligation discovered to exist after the dissolution of CFD No. 1, and shall seek indemnification and/or reimbursement, as applicable, from the responsible/applicable Party or Parties.

~~5.2.2. Indemnification.~~

~~5.2.2.1. Each Party to this Agreement shall indemnify, defend, and hold harmless the other parties to this Agreement, their governing boards, officers, agents, trustees, and employees (collectively, for purposes of this Section, the "other Party"), for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, arising directly or indirectly out of any material breach of this Agreement by the indemnifying Party, provided that the indemnifying Party is promptly notified of any such claims. The indemnifying Party shall have the sole right to defend such claims at its own expense, subject to the other Party's approval of legal counsel, which shall not be unreasonably withheld. The other Party shall provide, at the indemnifying Party's expense, such assistance in investigating and defending~~

~~such claims as the indemnifying Party may reasonably request. This indemnity shall survive any termination of this Agreement.~~

6. CONDITIONS CONCURRENT WITH AND/OR FOLLOWING TERMINATION OF SPECIAL TAX

6.1. Funding for Future Facilities

6.1.1. Following the Special Tax Termination Date, development of properties within the boundaries of CFD No. 1 shall be subject to statutory school fees or such other school facilities funding mitigation requirements as shall then be in force and effect for the affected territory. [PARTIES: IMPACT FEES AND MITIGATION AGREEMENTS AND RIGHTS OF DEVELOPERS IS STILL BEING ANALYZED]

6.2. School Districts' Lease Payments on Outstanding Debt Obligations

6.2.1. Following the Special Tax Termination Date, to the extent any School District is obligated to pay lease payments on any outstanding series of Certificates of Participation ("COPs"), which payments, at least in part, were historically paid by CFD No. 1, each School District shall be individually and solely responsible for the full payment of any lease payments ~~on due all such~~with respect to outstanding COPs executed and delivered by that School District.

7. RELEASE OF CLAIMS

7.1. Release of Claims. The Parties 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 Parties expressly waive their rights under California Civil Code Section 1542:

Civil Code Section 1542:

A GENERAL RELEASE DOES NOT EXTEND TO THE CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT EXPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, WHICH IF KNOWN BY HIM OR HER, WOULD—MUST HAVE MATERIALLY

**AFFECTED HIS OR HER THE SETTLEMENT WITH THE DEBTOR OR
RELEASED PARTY.**

8. MISCELLANEOUS

Successors and Assignees. The Parties shall not assign and/or transfer by operation of law or otherwise any or all of their respective rights, burdens, duties, or obligations. This Agreement shall inure to the benefit of successors of any of the Parties only upon written notice and consent of the other Parties.

8.1. Headings. The headings of this Agreement are for convenience purposes only and shall not limit or define the meaning of the provisions of this Agreement.

8.2. Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California applicable to contracts to be performed wholly within this State. Any dispute arising from the terms and conditions of this Agreement shall be heard by a court of competent jurisdiction located within El Dorado County.

8.3. Attorneys' Fees and Costs. In the event of any legal proceeding, including any lawsuit, action, or proceeding in law or equity, arising out of or relating to this Agreement, each Party shall pay its own fees and costs.

8.4. Construction. The singular includes the plural, "shall" is mandatory, and "may" is permissive. The Parties acknowledge and agree that each of the Parties and each of the Parties' attorneys have participated fully in the negotiation and drafting of this Agreement. In cases of uncertainty as to the meaning, intent, or interpretation of any provision of this Agreement, the Agreement shall be construed without regard to which of the Parties caused, or may have caused, the uncertainty to exist. No presumption shall arise from the fact that particular provisions were or may have been drafted by a specific Party, and prior versions or drafts of this Agreement may be used to interpret the meaning or intent of this Agreement or any provision thereof.

8.5. 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 (3) 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 El Dorado Union HSD: El Dorado Union High School District
4675 Missouri Flat Road
Placerville, CA 95667
Attn: Superintendent

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

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

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

8.6. No Joint Venture. The relationship of the Parties to this Agreement is determined solely by the provisions of this Agreement. This Agreement does not create and shall not be construed to create any agency, partnership, joint venture, trust or other relationship with duties or incidents different from those of parties to an arm's-length contract.

8.7. No Further Assurances. Nothing in this Agreement, whether express or implied, is intended to or shall do any of the following: (a) confer any benefits, rights or remedies under or by reason of this Agreement on any persons or entities other than the express Parties to this Agreement; (b) relieve or discharge the obligation or liability of any person not an express party to this Agreement; or (c) give any person not an express party to this Agreement any right of subrogation or action against any Party to this Agreement.

8.8. Time is of the Essence. Time is of the essence in the performance of each Party's respective obligations under this Agreement.

8.9. Cooperation. The Parties agree to cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

8.10. Amendments and Waivers. No amendment of, supplement to, or waiver of any obligations under this Agreement shall be enforceable or admissible unless set forth in writing signed by the Party and/or Parties against which enforcement or admission is sought. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated in a writing signed by the Parties.

8.11. Entire Agreement. This Agreement sets forth the entire understanding of the Parties relating to the transactions it contemplates, and supersedes all prior understandings relating to them, whether written or oral. There are no obligations, commitments, representations, or warranties relating to them except those expressly set forth in this Agreement.

8.12. Severability. If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

8.13. Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single document which shall be deemed an original document. Consolidated signature pages shall be compiled and held in escrow by counsel to the Authority, to be circulated among the parties upon approval by each of the Parties' governing boards or bodies.

8.14. Authorized Signatures. By signing below, each of the signatories represents and warrants that he or she has been duly authorized to execute this Agreement on behalf of the Party on whose behalf he or she is signing. Each signatory further represents and warrants, by his/her signature, that this Agreement has been duly ratified and approved by the governing board or body of such Party.

8.15. Represented by Counsel. Each Party hereto acknowledges that it has been represented by legal counsel, or had the opportunity to obtain legal counsel and consciously chose not to obtain it, in the negotiation, drafting, and execution of this Agreement.

IN WITNESS WHEREOF, this Agreement has been entered into by and between among the parties set forth below as of the date first set forth above.

**EL DORADO SCHOOLS FINANCING
AUTHORITY**

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

By: _____

By: _____

Name: _____
Its: _____

EL DORADO UNION HIGH SCHOOL DISTRICT

By: _____

Name: _____
Its: _____

BUCKEYE UNION SCHOOL DISTRICT

By: _____

Name: _____
Its: _____

Name: _____
Its: _____

RESCUE UNION SCHOOL DISTRICT

By: _____

Name: _____
Its: _____

SERRANO EL DORADO OWNERS' ASSOCIATION

By: _____

Name: _____
Its: _____

EXHIBIT A
FORM OF RESOLUTION OF THE AUTHORITY
[ATTACHED]

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
RESCUE UNION SCHOOL DISTRICT, APPROVING THE FINAL
SETTLEMENT AGREEMENT RELATING TO THE FUTURE TERMINATION
OF THE SPECIAL TAX LEVIED BY COMMUNITY FACILITIES DISTRICT
NO. 1 (CFD NO. 1) OF THE EL DORADO SCHOOLS FINANCING
AUTHORITY, AND THE FUTURE DISSOLUTION OF CFD NO. 1**

WHEREAS, on June 19, 1990, a Joint Exercise of Powers Agreement was entered into among the Rescue Union School District (the “District”), the El Dorado Union High School District, and the Buckeye Union School District (together, the “School Districts”), establishing the El Dorado Schools Financing Authority (the “Authority”) pursuant to the Joint Powers Act (Gov. Code, §§ 6500, et seq.), for the purposes set forth pursuant to the Marks-Roos Local Bond Pooling Act of 1985 (Gov. Code, §§ 6584, et seq.); and

WHEREAS, the Authority established Community Facilities District No. 1 (“CFD No. 1”) in 1991 pursuant to the Mello-Roos Community Facilities Act of 1982 (Gov. Code, §§ 53311, et seq.); and

WHEREAS, CFD No. 1 is authorized to levy, and has levied, special taxes (the “Special Tax”) on property within the boundaries of CFD No. 1, for the purpose of financing school facilities of the School Districts; and

WHEREAS, this Board of Trustees now wishes, as do the Authority, and each of its other member School Districts, to establish an end date for the Special Tax (the “Special Tax Termination Date”), upon which date the Special Tax will be cease to be levied by CFD No. 1; and

WHEREAS, on or around May 22, 2019, the Authority, CFD No. 1, each of the School Districts, and the Serrano El Dorado Owners Association (the “Association”) (together, the “Parties”), entered into a Memorandum of Understanding (the “MOU”), outlining general terms under which the Special Tax would be discontinued and CFD No. 1 would be dissolved, and directing the parties to formalize such terms through the execution of a Final Settlement Agreement among the parties (the “Final Settlement Agreement”); and

WHEREAS, the Final Settlement Agreement has been jointly negotiated and discussed by the Parties, with the help of their respective legal counsel; and

WHEREAS, this Board of Trustees now wishes to approve the Final Settlement Agreement, and authorize staff of the District to execute same, and otherwise conduct and perform the actions contemplated by the Final Settlement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY the Board of Trustees (the “Board”) of the Rescue Union School District (the “District”):

1. The Board hereby approves the Final Settlement Agreement in substantially the form attached hereto as Exhibit A.

2. At a meeting of the governing board of the Authority, which meeting will take place following approval of the Final Settlement Agreement by the each of the School Districts, the President of this Board, as a governing board member of the Authority, or such alternate as shall sit on the governing board of the Authority on behalf of the District, is hereby authorized and directed to approve the Final Settlement Agreement on behalf of the Authority.

3. Any one or more of the President of the Board, the Superintendent of the District, or such other person as they may designate (each an "Authorized Officer" and together, the "Authorized Officers"), are hereby authorized and directed to execute the Final Settlement Agreement, and to do any and all things which they may deem necessary or advisable in performance of the District's duties and responsibilities under the terms of the Final Settlement Agreement and otherwise to carry out, give effect to and comply with the intent of this Resolution.

4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 10th day of December, 2019.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

This is to certify that a true and correct copy of the resolution was adopted and approved at a regular meeting of the Board of Trustees of the Rescue Union School District.

President, Board of Trustees of the
Rescue Union School District

ATTEST:

Clerk, Board of Trustees of the
Rescue Union School District

EXHIBIT A

FINAL SETTLEMENT AGREEMENT

[Attached]

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Board Remuneration

BACKGROUND:

On an annual basis the Board may increase the compensation of Board members beyond the limit delineated in Education Code 35120 in an amount not to exceed five (5) percent based on the present monthly rate of compensation. Any increase made pursuant to this section shall be effective upon Board approval.

STATUS:

The Board will consider implementation of the increase for 2020. Board Bylaw 9250 was previously amended to reflect the change through 2021 and will be brought back annually for approval of future increases.

FISCAL IMPACT:

Currently the Board stipend is \$252.00 per month. An increase of 5% added to the stipend for 2020 would increase the stipend to \$264.60.

BOARD GOAL(S):

Board Focus Goal IV – STAFF NEEDS:

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

Board Focus Goal VI – CULTURE OF EXCELLENCE

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

RECOMMENDATION:

The Board will consider approval of the 5% increase for 2020.

Rescue Union ESD

Board Bylaw

Remuneration, Reimbursement And Other Benefits

BB 9250

Board Bylaws

Remuneration

Each member of the Governing Board may receive a monthly compensation of no more than \$240.00.

On an annual basis, the Board may increase the compensation of Board members beyond the limit delineated in Education Code 35120 in an amount not to exceed five (5) percent based on the present monthly rate of compensation. Any increase made pursuant to this section shall be effective upon approval by the Board. This will become effective for the period of January through December of each year and is subject to rejection by a majority of the electors in the district voting for a referendum established for that purpose.

(Education Code 72024)

Year	Stipend
2018	\$240.00
2019	\$252.00
2020	\$264.60
2021	\$277.83

Board members are not required to accept payment for meetings attended.

Any member who does not attend all Board meetings during the month, is eligible to receive a percentage of the monthly compensation equal to the percentage of meetings attended unless otherwise authorized by the Board in accordance with law. (Education Code 35120)

(As compensation for his/her services, an amount not greater than the compensation allowed per month divided by the number of meetings held, and multiplied by the number of meetings actually attended.) (Education Code 35120)

Members may be compensated for meetings he/she missed when the Board, by resolution, finds that he/she was performing designated services for the district at the time of the meeting or that he/she was absent because of illness, jury duty or a hardship deemed acceptable by the Board. (Education Code 35120)

Reimbursement of Expenses

Board members shall be reimbursed for traveling expenses incurred when authorized in advance

by the Board. (Education Code 35044)

(cf. 9240 - Board Development)

The rate of reimbursement shall be the same rate specified for district personnel.

(cf. 3350 - Travel Expenses)

Board members may use district-issued credit cards while on official district business. Under no circumstances may personal expenses be charged on district credit cards.

Health and Welfare Benefits

Board members may participate in the health and welfare benefits program provided for district employees.

Health and welfare benefits for Board members shall be no greater than that received by district's nonsafety employees with the most generous schedule of benefits. (Government Code 53208.5)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

While an active member of the Board, individuals shall be eligible for medical, dental, and vision insurance coverage under the district's plans as an employee. The district shall pay the cost of the appropriate cap required for Board members electing to participate in the district health and welfare benefits program.

Health and welfare benefits provided to Board members shall be extended at the same level to their spouse/registered domestic partner and to their eligible dependent children as specified in law and the health plan.

Benefits for Retired Board Members

Retired Board members may participate in the health and welfare benefits program provided for district employees under the conditions specified below.

Health and welfare benefits for retired Board members shall be no greater than that received by district nonsafety employees with the most generous schedule of benefits. (Government Code 53208.5)

Because the district did not pay health and welfare benefits for retired Board members before January 1, 1994, any former member retiring from the Board after at least one term may continue the health and welfare benefits program at his/her own expense if coverage is in effect at the time of retirement. (Government Code 53201)

The benefits authorized for retired Board members shall be extended at the same level to the retired Board member's spouse, dependent children under the age of 21, dependent children

under the age of 25 who are full-time students at a college or university, and dependent children regardless of age who are physically or mentally incapacitated.

Legal Reference:

EDUCATION CODE

1090 Compensation for members and mileage allowance

33050-33053 General waiver authority

33362-33363 Reimbursement of expenses (Department of Education and CSBA workshops)

35012 Board members; number, election and term

35044 Payment of traveling expenses of representatives of board

35120 Compensation (services as member of governing board)

35172 Promotional activities

44038 Cash deposits for transportation purchased on credit

GOVERNMENT CODE

20322 Elective officers; election to become member

53200-53209 Group insurance

UNITED STATES CODE, TITLE 26

403(b) Tax-sheltered annuities

COURT DECISIONS

Thorning v. Hollister School District, (1992) 11 Cal.App.4th 1598

Board of Education of the Palo Alto Unified School District v. Superior Court of Santa Clara County, (1979) 93 Cal.App.3d 578

ATTORNEY GENERAL OPINIONS

83 Ops.Cal.Atty.Gen. 124 (2000)

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

Public Employees' Retirement System: <http://www.calpers.ca.gov>

Bylaw RESCUE UNION SCHOOL DISTRICT

adopted: September 2004 Rescue, California

revised: October 9, 2018

revised: December 11, 2018

considered: December 17, 2019

Rescue Union School District

AGENDA ITEM: Openers for 2020-2021 RUFT Negotiations

BACKGROUND:

The board is required to set a date for public comment on collective bargaining unit re-openers for the upcoming sessions.

STATUS:

The RUFT bargaining unit has presented the District with the following topics to be discussed in the negotiations for 2020-2021:

- | | |
|-------------|-------------------------|
| -Article 04 | Organizational Security |
| -Article 10 | Class Size |
| -Article 35 | Compensation |

The Administration and RUFT bargaining unit have mutually agreed to the following topics to be discussed in the negotiations for 2020-2021:

- | | |
|---------------|--|
| -Article 7 | Transfers and Reassignments |
| -Article 11 | Duty Hours |
| -Article 18 | Part-time Teaching |
| -Addendum C | Evaluations Forms – Certificated Staff |
| -Addendum C-2 | Evaluations Forms – Counselors |
| -Addendum G | Stipends |

The Board is asked to set January 28, 2020 the next regularly scheduled Board meeting, as the date for public comments.

FISCAL IMPACT:

Unknown at this time.

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.

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 Administration recommends the Board of Trustees set the January 28, 2020 Board Meeting for public comment on RUFT negotiations re-openers.



Rescue Union Federation of
Teachers
Local 3581

3371 Brittany Way
El Dorado Hills, CA 95762
Phone: 916-761-7716
Fax: 916-941-3826
Email: lstuart@rescuesd.org

Date: December 1, 2019

To: Cheryl Olson, *Superintendent*,
Dave Scroggins, *Assistant Superintendent of Curriculum and Instruction*,
Sean Martin, *Assistant Superintendent of Business & Operations*,
Rescue Union School District Board of Trustees, and Members

CC: Negotiation Team

From: Laurisa Stuart, RUFT President

RE: Negotiation Openers 2020-2021

The Rescue Federation of Teachers wishes to sunshine the following items for 2020-2021 contract negotiations to begin in February 2020.

1. Article 4: Organizational Security
2. Article 10: Class Size
3. Article 35: Compensation

The Rescue Union School District and the Rescue Union Federation of Teachers have mutual agreed to open the following articles:

1. Article 7: Transfers and Reassignments
2. Article 11: Duty Hours
3. Article 18: Part-time Teaching
4. Addendum C: Evaluation Forms-Certificated Staff
5. Addendum C-2: Evaluation Forms-Counselor
6. Addendum G: Stipends

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: **Sunshine Document for 2020-2021 CSEA Negotiations**

BACKGROUND:

The Board is required to set a date for public comment on collective bargaining unit re-openers for the upcoming sessions.

STATUS:

The California School Employees Association, and its Rescue Chapter #737 (CSEA) bargaining unit has presented the District with the following topics to be discussed in the negotiations for 2020-21. Note that 2020-21 the full contract is open for negotiations.

- Article V – Hours & Working Conditions—CSEA intends to negotiate changes to this article regarding overtime compensation, uniform and boot allowances, flexible schedules and extra work assignments.
- Article VI – Vacation: CSEA intends to negotiate changes to this article regarding accumulation of vacation days and carryover for part time employees.
- Article IX – Professional Growth Program - CSEA intends to negotiate changes to this article to expand the program to include professional certifications that improve job skills and abilities.
- Article VIII – Leaves - CSEA intends to negotiate changes to this article regarding discretionary leave.
- Article XIII – Reassignment and Filling of Vacancies - CSEA intends to negotiate changes to this article regarding the process of filling vacancies.
- Article XVI – Salary - CSEA intends to negotiate changes to this article regarding job descriptions.
- Article XII – Duration of Contract - CSEA intends to negotiate a new term agreement to begin on or after July 1, 2020 through June 30, 2023.

The Administration presents the following topics to be discussed in negotiations for 2020-21:

- Article VI – Vacation – The District would like to discuss the impact of vacation for non-260 day employees on programs and services for RUSD, and the option to have vacation as paid duty days and not vacation days taken.

FISCAL IMPACT:

Unknown at this time.

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.

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 Administration recommends the Board of Trustees set the January 28, 2020 Board Meeting for public comment on CESA negotiations re-openers.



California School Employees Association

8217 Auburn Boulevard
Citrus Heights, CA 95610

(916) 725-1188
(800) 582-7314
FAX: (916) 725-3735
www.csea.com

Ben Valdepeña
Association President

Keith Pace
Executive Director

Member of the AFL-CIO

The nation's largest
independent classified
employee association



VIA Electronic Mail
nhadden@rescueusd.org

November 7, 2019

Natalie R Hadden, President
CSEA Chapter No. 737
2070 Bates Cir
El Dorado Hills, CA 95762-6969

RE: Initial Proposal for Successor Agreement

Dear President Hadden:

I have received the initial proposal for the Successor Agreement between the Rescue Union School District and California School Employees Association and its Rescue Chapter No. 737 that will be in effect from July 1, 2020 through June 30, 2023.

It has been reviewed in accordance with Policy 610. I have found no apparent violations of law, CSEA's Constitution and Bylaws or Policy. **This initial proposal will need to be approved by the membership prior to starting negotiations.**

Please remember, once a tentative agreement has been reached, a signed copy of the tentative agreement must be forwarded to the field office immediately for a Policy 610 review before the tentative agreement may be ratified.

Please feel free to contact my office if you have any questions or concerns.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Gabriela Echevarria
Field Director

Attachment

Cc: Tiffany Pelkey, Regional Representative #32
Wayne Harris, Area A Director
Cesar Mata, Labor Relations Representative
Chapter Contract File #737

ID: 737 IP Successor 20-23

Our mission: To improve the lives of our members, students and community.

Initial Proposal

**From
California School Employees Association
Rescue Chapter #737
to the
Rescue Union School District
for the
2020 / 2021 Successor**

The California School Employees Association (CSEA) and its Rescue Chapter 737 intends to negotiate the following articles of the current contract for the 2020 – 2021 successor agreement.

- 1. Article V: Hours & Working Conditions – CSEA intends to negotiate changes to this article regarding overtime compensation, uniform and boot allowances, flexible schedules and extra work assignments.**
- 2. Article VI: Vacations – CSEA intends to negotiate changes to this article regarding accumulation of vacation days and carryover for part time employees.**
- 3. Article IX: Professional Growth Program – CSEA intends to negotiate changes to this article to expand the program to include professional certifications that improve job skills and abilities.**
- 4. Article VIII: Leaves – CSEA intends to negotiate changes to this article regarding discretionary leave.**
- 5. Article XIII: Reassignment and Filling of Vacancies – CSEA intends to negotiate changes to this article regarding the process of filling vacancies.**
- 6. Article 16: Salary – CSEA intends to negotiate changes to this article regarding job descriptions.**
- 7. Article 17: Duration of Contract - CSEA intends to negotiate a new term agreement to begin on or after July 1, 2020 through June 30, 2023.**

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: California School Dashboard Local Indicators

BACKGROUND:

The District began receiving funding under the Local Control Funding Formula (LCFF) for the 2013-2014 school year. The LCFF accountability system requires that LEA's develop a three-year Local Control Accountability Plan (LCAP) and complete annual updates. The performance of schools and districts under the new Local Control Accountability Planning process will be reported out for various state and local indicators on the new California School Dashboard.

STATUS:

The District has analyzed progress relative to the state measured priorities listed below. The Board will receive information regarding Rescue Union School District's status for the state indicators.

- Academic Indicator
- Chronic Absenteeism Indicator
- English Learner Progress Indicator
- Suspension Rate Indicator

FISCAL IMPACT:

N/A

BOARD GOAL(S):

Board Focus Goal I - STUDENT NEEDS

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

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

Board Focus Goal III – COMMUNICATION/COMMUNITY INVOLVEMENT

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

RECOMMENDATION:

Information and discussion only.

A vibrant photograph of a person surfing on a large, curling blue wave. The surfer is in the center, riding the face of the wave. The water is a deep, clear blue, and the sky is bright with some clouds. The overall scene is dynamic and energetic.

California School Dashboard Results for Rescue Union School District

2019-2020 State Indicators

Status and Change



- **Status** is still based on the most recent year of data for the indicator.
- **Change** is determined by calculating the difference between the performance from the most recent year data and the prior year data.

Icons and Colors



Performance on state measures, using comparable statewide data, is represented by one of five colors. The performance level (color) is not included when there are fewer than 30 students in any year. This is represented using a grey color dial with the words 'No Performance Color'.



Academic Indicators

2018-2019

English Language Arts



Blue

Mathematics

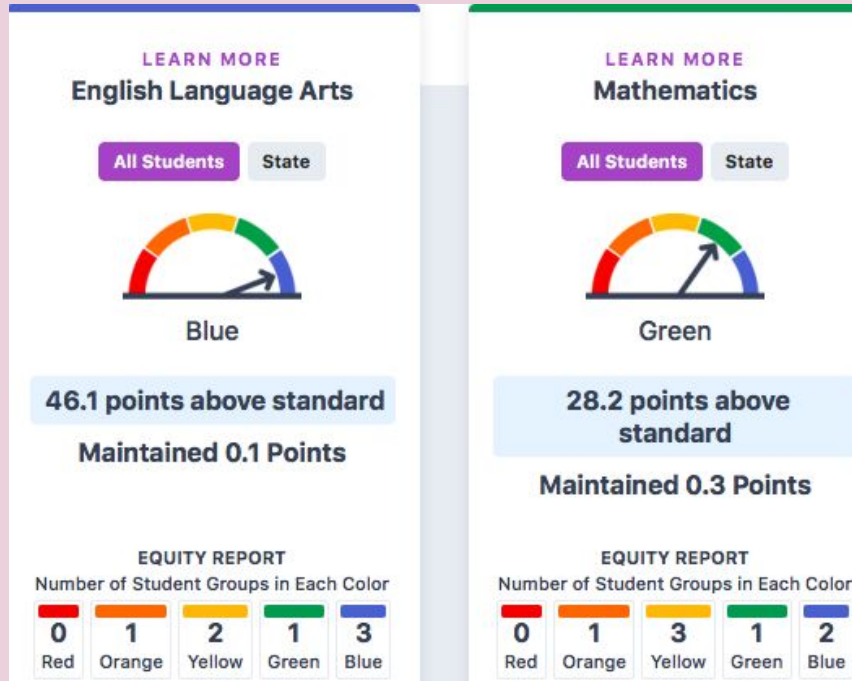


Green

These indicators are based on our students' performance on the **Spring 2019** administration of the **Smarter Balanced Assessment for ELA and Math**.

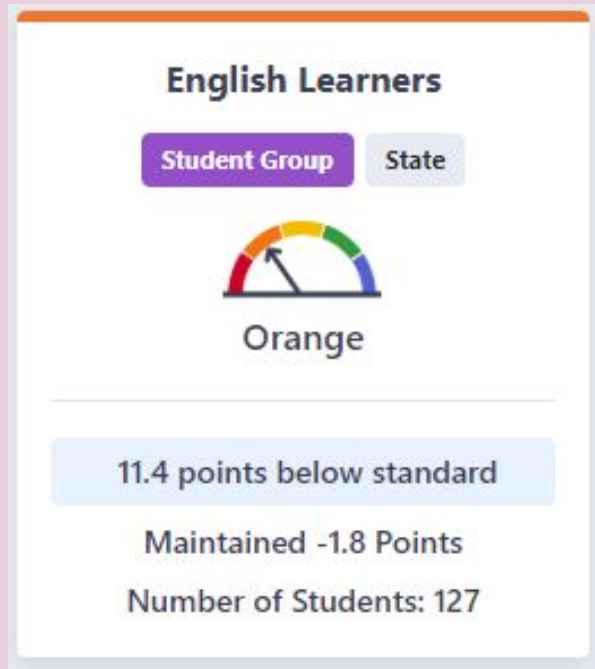
Academic Indicators

2018-2019



For 2018-2019, our District received an overall score of Blue for ELA and Green for Math, with **NO** student groups falling in the Red category and only one group (English Learners) falling in the Orange category!

ELA Performance by Student Group (Orange)



EI Students increased 20.8 points the year before, but fell 1.8% this year, resulting in an orange score.

ELA Performance by Student Group (YELLOW)

Socioeconomically Disadvantaged

Student Group

State



Yellow

2.9 points above standard

Declined 5.5 Points Ⓣ

Number of Students: 395

Students with Disabilities

Student Group

State



Yellow

33.3 points below standard

Increased 4.6 Points Ⓢ

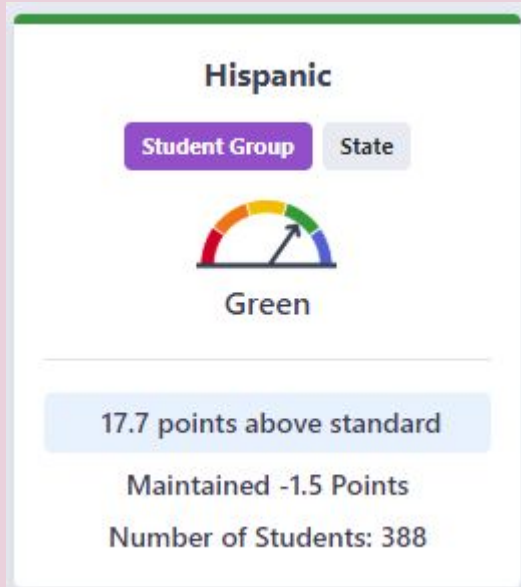
Number of Students: 321

Statewide averages for SED and SWD are 30.5 points below and 88.3 points below, respectively.

Our SED students are 2.9 points above standard and our SWD are 33.3 points below.

That's 33.4 and 55.0 points higher than the state average, respectively!

ELA Performance by Student Group (GREEN)



ELA Performance by Student Group (BLUE)

Asian

Student Group

State



Blue

78.7 points above standard

Increased 5.1 Points Ⓢ

Number of Students: 142

Two or More Races

Student Group

State



Blue

63.4 points above standard

Maintained -2.4 Points

Number of Students: 89

White

Student Group

State



Blue

48.9 points above standard

Maintained 0.5 Points

Number of Students: 1,699

Math Performance by Student Group (Orange)



RUSD's English Learners, although they declined 9.4 points, remain 37.6 points higher than the state average in math.

Math Performance by Student Group (YELLOW)

Hispanic

Student Group

State



Yellow

6.3 points below standard

Maintained -2 Points

Number of Students: 386

Socioeconomically Disadvantaged

Student Group

State



Yellow

21.9 points below standard

Declined 5.6 Points Ⓣ

Number of Students: 394

Students with Disabilities

Student Group

State



Yellow


49.4 points below standard

Increased 10.6 Points Ⓢ

Number of Students: 322


Our Hispanic, SED, and SWD are 55.9, 41.8, and 70 points higher than the state average for these student groups!

Math Performance by Student Group (GREEN)



White

Student Group State



Green

30.7 points above standard

Maintained 0.9 Points

Number of Students: 1,696

Math Performance by Student Group (BLUE)



Asian

Student Group

State



Blue

75.6 points above standard

Maintained 0.2 Points

Number of Students: 142

Two or More Races

Student Group

State



Blue

51.5 points above standard

Increased 3.4 Points Ⓢ

Number of Students: 90



Academic Performance Indicator

What next?

- **Quality professional development** is continuing, led by our site principals, our EI Coordinator, and teacher leaders (e.g. GLAD, Step up to Writing, Jenny Maguire, EPIC)
- **Paraeducator and support staff also continue to receive training** to better work with our students.
- **Wednesday collaboration time** provides the time necessary for teachers to identify students' needs and schedule appropriate interventions (4Rs process).
- **Smarter Balanced Interim Assessments** are scheduled to continue. These serve as a good predictor of student readiness and provide students with an opportunity to become familiar with the format and rigor of the test.

Chronic Absenteeism

2018-2019

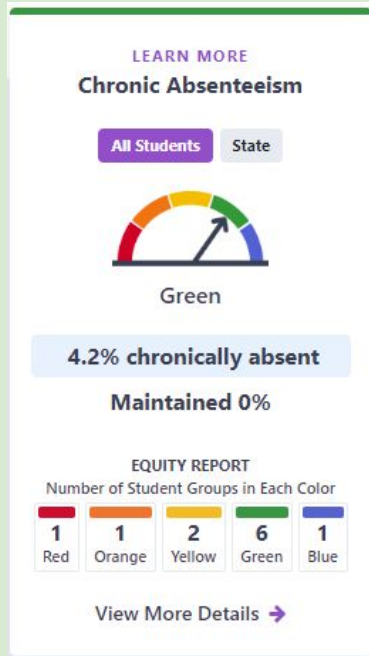
Chronic Absenteeism



Green

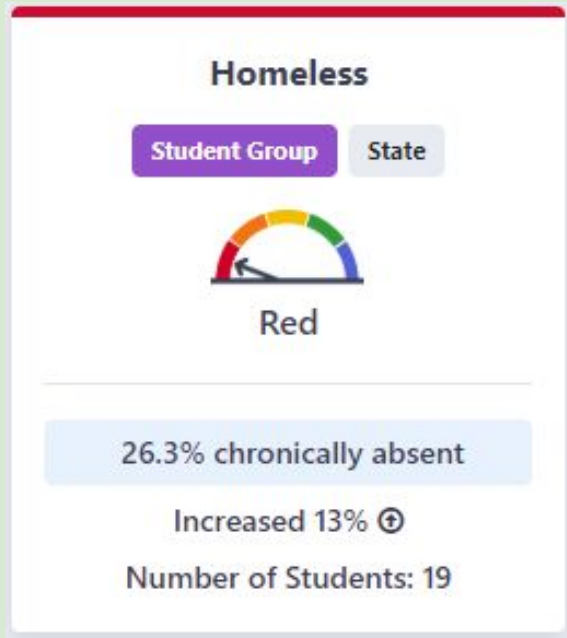
This indicator represents the number of students absent from school 10% of the time or more.

Chronic Absenteeism



RUSD has the second lowest Chronic Absenteeism rate in the County, and is 6% lower than the state average!

Chronic Absenteeism by Student Group (Red)



Remember, when groups are small, a couple of students can swing the percentages in big ways.

5 homeless students were Chronically Absent, which is up 2 additional students from last year, resulting in an increase large enough to move into the red category.

Chronic Absenteeism by Student Group (ORANGE)



Students with Disabilities

Student Group

State



Orange

6.7% chronically absent

Increased 1.2% ↗

Number of Students: 475

Chronic Absenteeism by Student Group (YELLOW)



Asian

Student Group

State



Yellow

2.6% chronically absent

Increased 1.1% ⓘ

Number of Students: 195

Socioeconomically Disadvantaged

Student Group

State



Yellow

8.4% chronically absent

Maintained 0.2%

Number of Students: 665

Chronic Absenteeism by Student Group (GREEN)

African American

Student Group State



Green

5.9% chronically absent

Declined 2.2% Ⓞ

Number of Students: 34

English Learners

Student Group State



Green

3.8% chronically absent

Declined 0.5% Ⓞ

Number of Students: 186

Foster Youth

Student Group State



Green

5.6% chronically absent

Declined 8.7% Ⓞ

Number of Students: 18

Hispanic

Student Group State



Green

4.4% chronically absent

Declined 2% Ⓞ

Number of Students: 588

Two or More Races

Student Group State



Green

3.1% chronically absent

Declined 1.6% Ⓞ

Number of Students: 159

White

Student Group State



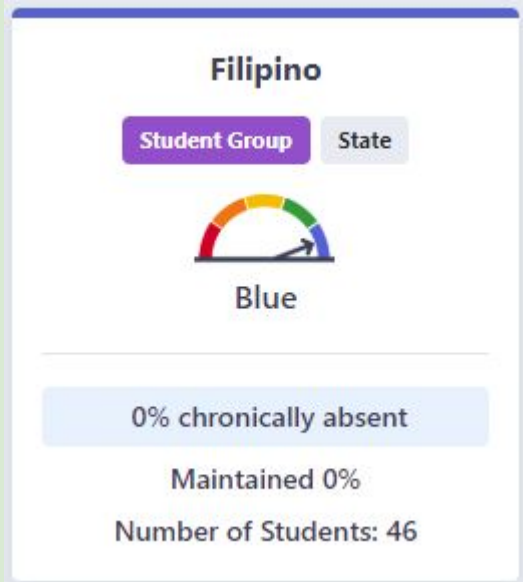
Green

4.3% chronically absent

Maintained 0.3% Ⓞ

Number of Students: 2,721

Chronic Absenteeism by Student Group (BLUE)





Chronic Absenteeism

RUSD has the second lowest Chronic Absenteeism rate in all of El Dorado County, only Latrobe is lower.

This can be attributed, in part, to our teachers, secretaries, and administrators, who work diligently with parents and SARB to ensure that students do not miss school.



Chronic Absenteeism

What next?

- Continued monitoring of student absence and early intervention.
- Work with Core Districts to develop an early warning system for administrators.
- Partnership with El Dorado County School Attendance Review Board (SARB)



English Learner Indicator

2018-2019

English Learner Progress

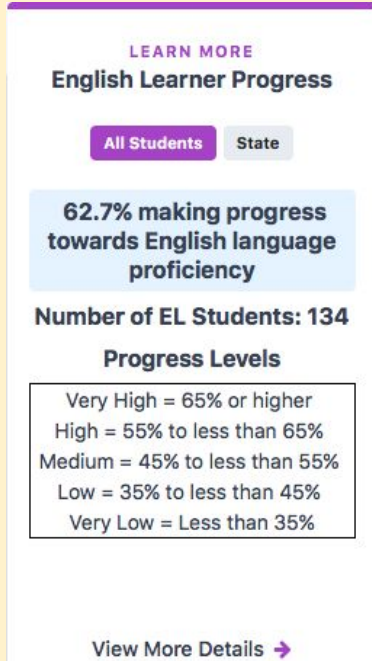


No Performance Color

This indicator measures student performance on the new English Language Proficiency Assessment for California (ELPAC).

English Learner Indicator

RUSD



How did we do?

This year, 62.7% of our EL students demonstrated progress towards English language proficiency, placing us in the high range! Across the state, this average is 48.3%.



English Learner Indicator

What next?

- Exciting work is continuing, led by our EI Coordinator, Amy Bohren, our site principals, and teacher leaders. Teachers and students are working more with **academic vocabulary** and **accountable talk**. Professional development centered on **integrated and designated instruction** is also continuing as is **Guided Language Acquisition and Design (GLAD)** instruction.
- **Bilingual Instructional Assistants and support staff** also continue to receive training to better work with our EIs.
- Staff works with individual students to set academic goals, specific to each child's needs.

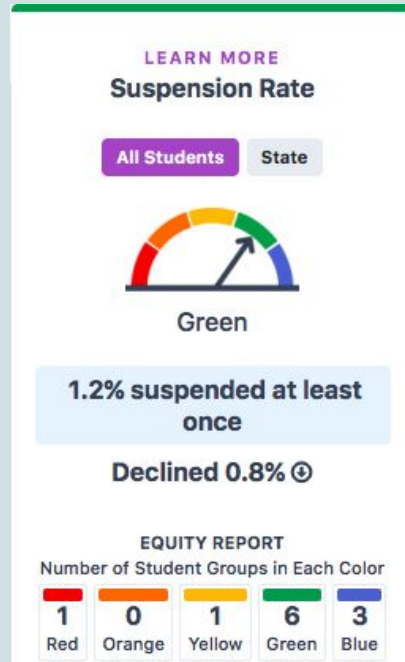
Suspension Rate Indicator

2018-2019



This indicator counts the total number of non-duplicated students who have been suspended in the previous school year.

Suspension Rate Indicator (From 2017-2018)



Two years ago, we reduced our suspension rate by 0.5% to a level of 2%. Last year, we further reduced it by 0.8% to an overall level of just 1.2%!

Suspension Rate by Student Group



Red

Homeless



Orange

No Students



Yellow

Students with Disabilities



Green

African American

Asian

Hispanic

Two or More Races

Socioeconomically Disadvantaged

White



Blue

English Learners

Filipino

Foster Youth



No Performance Color

American Indian

Pacific Islander

In 2017-2018, African American Students, Foster Youth, and Students with Disabilities were in the Red category, while Asian Students, Homeless Students, and Students from Two or More races were Orange.

However, this year, only Homeless students were in the Red category and no students were in the Orange category!

Suspension Rate Indicator

What next?

- LCAP actions have been established to help provide proactive support and **alternatives to suspension**.
- **Additional personnel** have been hired to help support student behaviors at school
 - Counselors
 - Teachers (substitute)
 - Paraeducators
 - Behaviorist (contracted services)





Suspension Rate Indicator

What next?

- The Leadership Team, teachers, and support staff are engaged in the exploration and implementation of **Multi-tiered Systems of Support (MTSS)**, including **Positive Behavior Intervention Systems (PBIS)**, **Restorative Practices**, and **Social Emotional supports**.
- Leadership has studied ideas from “**Don’t Suspend Me: An Alternative Discipline Toolkit**”
- **Frequent Suspension Rate** checks will be implemented to better monitor progress and trends. (Current rate is 0.4%)

