



Project Green

Rescue Union School District Board Presentation 11.15.22

Engaging youth to grow and sustain community and school gardens by creating a safe outdoor environment supporting 21st century learning while nurturing emotional, and social development.

Project Green Partner Gardens



Lake Forest Elementary School



Lakeview Elementary School- Lana Bermudez



Green Valley Elementary School-Kara Harrell



Rescue Elementary School-Courtney Repking



Marina Valley Middle School-Kathy Spohnholz



Jackson Elementary-Zoe Hanko



Pleasant Grove – Coming Soon



Project Green

School Garden Impact



Project Green

- ❖ School Gardens provide community involvement and an opportunity for multi-aged students to come together
- ❖ Gardening can positively impact a number of health outcomes in youth including:
 - Increased physical activity
 - Reduced anxiety and depression
 - Decrease in Body Mass Index (BMI)
 - Improved cognitive function
- ❖ Students that experience social struggles or academic struggles are often seen in the garden at lunch time as it provides feelings of safety and success.



What's Happening in our Gardens

Lunchtime Garden Program

Project Green currently has lunchtime garden programs up and running at the following schools and just look at the number of students that attend daily:

- ❖ Lake Forest – 75
- ❖ Lakeview - 64
- ❖ Green Valley -
- ❖ Rescue -
- ❖ Marina - 50



Project Green

Food Waste Composting & Recycling & Repurposing



Latrobe Grant Tea Party

Lake Forest & Green Valley

Students were treated to a chance to enjoy tea in the gardens. Hosted by the Latrobe Fund director Liz Drummond who was delighted to see her grant monies in action.



Apple Hill and Pumpkin Patch 'Field Trips'

Apple Day 2022

Stations and Supplies - Each station is approximately 12 minutes.

<p>Apple Structures</p> <p>Supplies: Hand sanitizer, maximum 25 toothpicks per child, apple cubes, plates, sharpies (write names on plate)</p> <p>Task: Students can build any structure out of toothpicks and apple cubes (i.e. towers, houses, robots, etc.) Save structures on paper plates - write names on plate with the sharpie.</p>	<p>Apple Peeling/Photos</p> <p>Supplies: Apple peeler, whole apples, crock pot insert</p> <p>Task: Students take turns peeling apples for apple sauce (to be made after recess together). Each student gets about $\frac{1}{2}$-$\frac{3}{4}$ of an apple to peel.</p> <p>*I will be pulling students 1 at a time to take a picture.</p>
<p>Apple Painting</p> <p>Supplies: $\frac{1}{2}$ apples sliced, red/yellow/green paint, paint sponge brush, paint pallets, Apple barrel papers (pre-made).</p> <p>Task: Help manage students to 1. Not mix paint colors and 2. Stamp apples with paint onto the apple barrel picture. Apple should be stamped to look like the apple shape (as best they can.)</p>	<p>Apple Boats</p> <p>Supplies: Water tubs, halved apples, paper, tape, scissors, toothpicks</p> <p>Task: Assist/manage students as they make sails for apple boats with cut paper, toothpicks, and tape. They will test if their boat will sink or float. Apple boats can be saved on paper plates with names written in Sharpie. Write student names on sails with a sharpie.</p>

2nd Annual Apple Hill Day in the Garden

<https://doc-04-64-docs.googleusercontent.com/docs/securesc/knpgjms9483jap24dr8s1ceeeb2rmbn1/2lg2ohpc2abhggqg23kqilhot0vkrone9/1667790600000/02616194654658257599/03147254374495290400/1RJ7he0d1uob8Ek3Qva8i0904uO7ZJxhi?e=download&authuser=0>

Jackson Elementary Garden Club

Green Our Planet Hydroponics Grant

Project Green was recently awarded Green our Planet's Hydroponic / STEM grant for three of our schools. These grants include turnkey indoor garden hydroponic systems that can be used as living laboratories, which help inspire students to become the next generation of scientists, farmers, chefs, and entrepreneurs. Currently, these hydroponics systems are up and running at Jackson Elementary, Lake Forest Elementary and Marina Village Middle School. These amazing units allow students to grow a variety of vegetables and herbs in water only.



Project Green

Hydroponics Before and After



Ms. Noble's Science Class

Hydroponics Experiment

A photograph of a community garden with various green plants in wooden raised beds. A white text box is overlaid in the center.

Community Connections in our Gardens

Eagle Scout Projects in Our Gardens Rescue Elementary



Rescue Elementary continued



Eagle Scout Projects in our Gardens

Thank you to
Troop #645

Mathew Drahmann; MVMS

- Replaced old broken split fencing up the garden area walkway
- Cleaned up overgrown plants and placed fresh bark around the garden grounds



Project Green

Mathew Drahmann's Eagle Scout Project at Marina Valley Middle School



Matthew Drahmann MVMS	Value
Project Value	\$1,520
Project Volunteer Hours	343 hours
Intel Matching Grant (hours @ \$10/hour)	\$597
Donations (excess fund delivered to the beneficiary)	\$41.25

Nicholas Gygax - Marina Village



Austin Norris - Lake Forest Elementary



Austin Norris - Continued



Eagle Scout Projects in our Gardens

Evan Iverson ; Green Valley Elementary

- Upgraded the deer fencing around the GV Garden area
- Planted fresh plants in the garden



Shyam Das Eagle Scout Project Marina Village Shyam Das Before and After



Upcoming Eagle Scout Projects

Nick Wolff; Lakeview Elementary

- Building two picnic tables for garden area
- Pulling out an old tree stump to create an area for more planting
- Putting in poles and shade structures to bring much needed shade to the garden

Jack Oby; Lake Forest Elementary

- Demolishing the 5 garden beds in the backside of the LF Garden
- All the garden beds will be replaced with farm style garden beds and new irrigation!

Girl Scout Projects in our Gardens

Lake Forest Campus Beautification Project

Kaitlyn Shedd
Girl Scout Gold Award



Project Green

Girl Scout Gold Award Project



Thank you to the Surenkov Family for donating 3 pallets of soil to Marina Valley Middle School and Lake Forest Elementary School



Project Green



Project Green on the Horizon

Endowment Grant 5.22



Upcoming Grant Opportunities

EDCF Endowment Grant

- ❖ Applied for \$5000 10.22 - maintenance for all gardens / wish list items

Latrobe Fund

- ❖ Liz Drummond visited garden sites (tea parties) to see Project Green in action
- ❖ Asked PG to re-submit grant application next year and “reach for the stars”



Next Steps in the Gardens



Project Green

SDC Student Story



Project Green



Project Green



ITEM #: 3a

DATE: November 15, 2022

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Board Policies (BP) Administrative Regulations (AR) and Board Bylaws (BB)

RECOMMENDATION:

The Superintendent recommends the Board of Trustees receive this Board Policy and Administrative Regulation for first reading and possible consideration for action.

BACKGROUND:

The Rescue Union School District is committed to providing the safest campuses possible. In an effort to accomplish this the District continues to explore options that enhance the safety for our students, staff and visitors.

STATUS:

Policies, regulations and bylaws identified for review and/or changes are submitted to the Board for first reading and possible consideration of approval. The following Board Policy and Administrative Regulation are submitted for review: BP and AR 5141.21

In reviewing this revised Board Policy and Administrative Regulation it is important to note that the District has never had a known opioid incident on our campuses. Additionally the District is not aware of any immediate opioid concerns on any of our campuses. This AR and BP is intended to serve simply as a precautionary safety option available on our campuses in the event of a medical emergency.

FISCAL IMPACT:

None to the Rescue Union School District

BOARD GOALS:

Board Focus Goal I - STUDENT NEEDS

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

Policy 5141.21: Administering Medication And Monitoring Health Conditions

Status: DRAFT

| Last Revised Date: 10/10/2017

This policy and regulation do not address situations in which a district might be engaged in a collaborative arrangement with another entity for the provision of school health services to students; see BP/AR 5141.6 - School Health Services.

The Governing Board believes that regular school attendance is critical to student learning and that students who need to take medication prescribed for them by their authorized health care providers should have an opportunity to participate in the educational program.

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.

(cf. 5141.24 - Specialized Health Care Services)

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education Under Section 504)

For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing a parent/guardian to administer medication to his/her child at school, designate other individuals to do so on his/her behalf, and, with the child's authorized health care provider's approval, request the district's permission for his/her child to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

(cf. 1250 - Visitors/Outsiders)

(cf. 5141 - Health Care and Emergencies)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.23 - Asthma Management)

(cf. 5141.27 - Food Allergies/Special Dietary Needs)

(cf. 6116 - Classroom Interruptions)

The Superintendent or designee shall make available epinephrine auto-injectors at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)

The Superintendent or designee shall make naloxone hydrochloride or another opioid antagonist available for emergency medical aid to any person suffering, or reasonably believed to be suffering, from an opioid overdose. (Education Code 49414.3)

The Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators, to design procedures or measures for addressing an emergency such as a public disaster or epidemic.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

Administration of Medication by School Personnel

When allowed by law, medication prescribed to a student by an authorized health care provider may be administered by a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel with appropriate training. School nurses and other designated school personnel shall administer medications to students in accordance with law, Board policy, administrative regulation, and the written statement provided by the student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection.

(cf. 3530 - Risk Management/Insurance)

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

The Superintendent or designee shall ensure that school personnel designated to administer any medication receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to, a school nurse, physician, or other appropriate individual. (Education Code 49414, 49414.3, 49414.5, 49423, 49423.1)

The Superintendent or designee shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

policy.

State References

5 CCR 600-611
Bus. Code 2700-2837
Bus. Code 3500-3546
Bus. Code 4119.2
Bus. Code 4119.8
Ed. Code 48980
Ed. Code 49407
Ed. Code 49408
Ed. Code 49414
Ed. Code 49414.3
Ed. Code 49414.5
Ed. Code 49422-49427
Ed. Code 49423
Ed. Code 49423.1
Ed. Code 49480
H&S Code 11362.7-11362.85

Federal References

20 USC 1232g
20 USC 1400-1482
21 USC 812
21 USC 844
29 USC 794

Management Resources References

American Diabetes Association Publication
American Diabetes Association Publication
American Diabetes Association Publication
American Diabetes Association Publication
Court Decision
National Diabetes Education Program Publication
Website

Description

Administering medication to students
Nursing -
<https://simbli.eboardsolutions.com/SU/uCzErklfpGgLI9HTTl6yxg==>
Physician assistants -
<https://simbli.eboardsolutions.com/SU/DVwu5arEKuyPdOB2YXaplusEw==>
Acquisition of epinephrine auto-injectors -
<https://simbli.eboardsolutions.com/SU/vO6toOi4tTtDRslshrrJcMWIQ==>
Acquisition of naloxone hydrochloride or another opioid antagonist -
<https://simbli.eboardsolutions.com/SU/DmZMuG277jOaQCVyhEgx8w==>
Parent/Guardian notifications
Liability for treatment
Student emergency information
Emergency epinephrine auto-injectors
Emergency medical assistance; administration of medication for opioid overdose
Providing school personnel with voluntary emergency training
Employment of medical personnel
Administration of prescribed medication for student
Inhaled asthma medication
Continuing medication regimen; notice
Medicinal cannabis

Description

Family Educational Rights and Privacy Act (FERPA) of 1974
Individuals with Disabilities Education Act
Schedule of controlled substances
Penalties for possession of controlled substance
Rehabilitation Act of 1973; Section 504

Description

Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes, May 2006
Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007
Program Advisory on Medication Administration, 2005
Training Standards for the Administration of Epinephrine Auto-Injectors, rev. 2015
American Nurses Association v. Torlakson, (2013) 57 Cal.4th 570
Helping the Student with Diabetes Succeed: A Guide for School Personnel, June 2003
CSBA District and County Office of Education Legal Services -
<https://simbli.eboardsolutions.com/SU/UdykszdmpETuDsIshXk6R5akQ==>

Website	National Diabetes Education Program - https://simbli.eboardsolutions.com/SU/U4JqanN6vgbBAvhkbHdFNA==
Website	U.S. Department of Health and Human Services, National Institutes of Health, Blood Institute, asthma information - https://simbli.eboardsolutions.com/SU/BdavnAjNBHZNDwPZKB17GA==
Website	American Diabetes Association - https://simbli.eboardsolutions.com/SU/ZdzQITccA6IJSdCRontMZA==
Website	California Department of Education, Health Services and School Nursing - https://simbli.eboardsolutions.com/SU/8gslshmouplus2E8Rmx2avRDQPXw==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References

3513.4	Drug And Alcohol Free Schools - https://simbli.eboardsolutions.com/SU/G9YI5CJhheLLabTslshGXd7Xg==
4119.43	Universal Precautions - https://simbli.eboardsolutions.com/SU/gORMhslshD5bMFOZeM7xFoexQ==
4119.43	Universal Precautions - https://simbli.eboardsolutions.com/SU/9llbrmhyQNIJrrHEpu1tOA==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/EeCHwslshRjPBtwrojqBqdPZQ==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/WWdislshx4dCgdIAXslshNvewXRA==
4219.43	Universal Precautions - https://simbli.eboardsolutions.com/SU/4LNComPzRwnFQtlmEj25Eg==
4219.43	Universal Precautions - https://simbli.eboardsolutions.com/SU/4CynY4zAv8N2pq4MhO8ZyQ==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/7hmzTA1E8sRslsh4Unidrz9gQ==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/mre2UOmEOkRGIngmH0VHiQ==
4319.43	Universal Precautions - https://simbli.eboardsolutions.com/SU/dWw4cFTSsUo4DNc4w05k4w==
4319.43	Universal Precautions - https://simbli.eboardsolutions.com/SU/A9lIXd9gplus1wqEGwi2AM2slshg==
5022	Student And Family Privacy Rights - https://simbli.eboardsolutions.com/SU/ErXapdcoUiv4XH7md8ygyw==
5022	Student And Family Privacy Rights - https://simbli.eboardsolutions.com/SU/pu0foEmCJYUnzaYB2TAIIQ==
5113	Absences And Excuses - https://simbli.eboardsolutions.com/SU/vmfzBKCMqNhTmcF0pkYH6Q==
5113	Absences And Excuses - https://simbli.eboardsolutions.com/SU/ZbUlaadHVQgSHSRK6JZuJA==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/BTo9e0CM4YGEExuOYBgSfkQ==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/Duo48zQaB63jqTAMw9vpeQ==
5125	Student Records - https://simbli.eboardsolutions.com/SU/KxPPYh2Jm1plusslshZnBbYuXwNQ==

5125	Student Records - https://simbli.eboardsolutions.com/SU/2KSKyplustsYxfCWgtiqclNIQ==
5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/aX5V1dslshGsti97w6LMOBjXw==
5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/d3Cliz56J8kx0l4DayPQ==
5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/13gYK7i57ddr6CwWoKCZ5g==
5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/8rTaJgtXchtYANKZ5oYlug==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/8xAfAr5slshCNAVouCiYn85Sw==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/8ydzXplus4YIfLepMre53z9iA==
5141.23	Asthma Management - https://simbli.eboardsolutions.com/SU/u69WzyaLvS98y778Orse9Q==
5141.23	Asthma Management - https://simbli.eboardsolutions.com/SU/plusgZJqyJNYKaahY0uABK4ig==
5141.24	Specialized Health Care Services - https://simbli.eboardsolutions.com/SU/2XZRA1cOTXtVD5PBULrn4w==
5141.24	Specialized Health Care Services - https://simbli.eboardsolutions.com/SU/pZZO8HPh50OHLHH88XMqaQ==
5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/WLRg3reZsrC9mM5aAsphLA==
5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/P69yIfuplusZwCxqOoTnsjJwQ==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/1i7jNGvbEIW7HqjLnHlplusQw==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/kE7oecdpluszExV1abXYA2HxQ==
5145.6	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/eWWqizwZhtglINEv9siCsIshA==
5145.6-E PDF(1)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/tflfnCdOU2HTEWAxqd4MpA==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/Xabb3GW5sl8f1ujrJdHQvw==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/f0rh1vBeE8IHfYmUM5J3Cw==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/AslshQslsh4zb14Jpx5VSstfhlTg==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/GXil9a7y7DTjqFh6jsjLDw==
6163.2	Animals At School - https://simbli.eboardsolutions.com/SU/5EC7FrDxsvH2vwHslYg7tw==
6163.2	Animals At School - https://simbli.eboardsolutions.com/SU/lqdgeUdP9hRpYIPs5YMGGQ==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/PowkV28zk8hwQJIIRiX0zg==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/iFMDKPBdgyYU4mZWMxx84g==

Regulation 5141.21: Administering Medication And Monitoring Health Conditions

Status: DRAFT

| Last Revised Date: 10/10/2017

Education Code 49414.7, which authorized trained, unlicensed school personnel to administer anti-seizure medication to students with epilepsy, repealed on its own terms effective January 1, 2017. However, districts may choose to continue to train unlicensed school personnel to administer anti-seizure medication under the general authority in Education Code 49423 and 5 CCR 600-611, as interpreted by the California Supreme Court in *American Nurses Association v. Torlakson*. Such administration must be contingent upon a physician's written authorization for unlicensed personnel to administer the medication to the particular student. The district may revise the following regulation to reflect any district requirements related to the administration of such medication.

Definitions

Authorized health care provider means an individual who is licensed by the State of California to prescribe medication, including, but not limited to, a physician or physician assistant. (Education Code 49423; 5 CCR 601)

Other designated school personnel means any individual employed by the district, including a nonmedical school employee, who has volunteered or consented to administer medication or otherwise assist the student and who may legally administer the medication to the student or assist the student in the administration of the medication. (5 CCR 601, 621)

Medication may include not only a substance dispensed in the United States by prescription, but also a substance that does not require a prescription, such as over-the-counter remedies, nutritional supplements, and herbal remedies. (5 CCR 601)

Epinephrine auto-injector means a disposable delivery device designed for the automatic injection of a premeasured dose of epinephrine into the human body to prevent or treat a life-threatening allergic reaction. (Education Code 49414)

Anaphylaxis means a potentially life-threatening hypersensitivity to a substance, which may result from an insect sting, food allergy, drug reaction, exercise, or other cause. Symptoms may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing, hives, itching, swelling, shock, or asthma. (Education Code 49414)

(cf. 5141.23 - Asthma Management)

(cf. 5141.27 - Food Allergies/Special Dietary Needs)

***Opioid antagonist* means naloxone hydrochloride or another drug approved by the federal Food and Drug Administration that, when administered, negates or neutralizes in whole or in part the pharmacological effects of an opioid in the body and that has been approved for the treatment of an opioid overdose.**

Notifications to Parents/Guardians

At the beginning of each school year, the Superintendent or designee shall notify parents/guardians of the options available to students who need to take prescribed medication during the school day and the rights and responsibilities of parents/guardians regarding those options. (Education Code 49480)

(cf. 5145.6 - Parental Notifications)

In addition, the Superintendent or designee shall inform the parents/guardians of any student on a continuing medication regimen for a nonepisodic condition of the following requirements: (Education Code 49480)

1. The parent/guardian is required to inform the school nurse or other designated employee of the medication being taken, the current dosage, and the name of the supervising physician.
2. With the parent/guardian's consent, the school nurse or other designated employee may communicate with the student's physician regarding the medication and its effects and may counsel school personnel regarding the possible effects of the medication on the student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose.

When a student requires medication during the school day in order to participate in the educational program, the Superintendent or designee shall, as appropriate, inform the student's parents/guardians that the student may qualify for services or accommodations pursuant to the Individuals with Disabilities Education Act (20 USC 1400-1482) or Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794).

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education Under Section 504)

Parent/Guardian Responsibilities

The responsibilities of the parent/guardian of any student who may need medication during the school day shall include, but are not limited to:

1. Providing parent/guardian and authorized health care provider written statements each school year as described in the sections "Parent/Guardian Statement" and "Health Care Provider Statement" below. The parent/guardian shall provide a new authorized health care provider's statement if the medication, dosage, frequency of administration, or reason for administration changes. (Education Code 49414.5, 49423, 49423.1; 5 CCR 600, 626)
2. If the student is on a continuing medication regimen for a nonepisodic condition, informing the school nurse or other designated certificated employee of the medication being taken, the current dosage, and the name of the supervising physician and updating the information when needed. (Education Code 49480)
3. Providing medications in properly labeled, original containers along with the authorized health care provider's instructions. For prescribed or ordered medication, the container also shall bear the name and telephone number of

the pharmacy, the student's identification, and the name and phone number of the authorized health care provider. (5 CCR 606)

Parent/Guardian Statement

When district employees are to administer or assist in the administration of medication to a student, the parent/guardian's written statement shall:

1. Identify the student
2. Grant permission for an authorized district representative to communicate directly with the student's authorized health care provider and pharmacist, as may be necessary, regarding the health care provider's written statement or any other questions that may arise with regard to the medication
3. Contain an acknowledgment that the parent/guardian understands how district employees will administer the medication or otherwise assist the student in its administration
4. Contain an acknowledgment that the parent/guardian understands his/her responsibilities to enable district employees to administer or otherwise assist the student in the administration of medication, including, but not limited to, the parent/guardian's responsibility to provide a written statement from the authorized health care provider, to ensure that the medication is delivered to the school in a proper container by an individual legally authorized to be in possession of the medication, and to provide all necessary supplies and equipment
5. Contain an acknowledgment that the parent/guardian understands that he/she may terminate the consent for the administration of the medication or for otherwise assisting the student in the administration of medication at any time

In addition to the requirements in items #1-5 above, if a parent/guardian has requested that his/her child be allowed to carry and self-administer prescription auto-injectable epinephrine or prescription inhaled asthma medication, or prescribed diabetes medication the parent/guardian's written statement shall: (Education Code 49423, 49423.1)

1. Consent to the self-administration
2. Release the district and school personnel from civil liability if the student suffers an adverse reaction as a result of self-administering the medication

In addition to the requirements in items #1-5 above, if a parent/guardian wishes to designate an individual who is not an employee of the district to administer medication to his/her child, the parent/guardian's written statement shall clearly identify the individual and shall state:

1. The individual's willingness to accept the designation
2. That the individual is permitted to be on the school site
3. Any limitations on the individual's authority

Health Care Provider Statement

When any district employee is to administer prescribed medication to a student, or when a student is to be allowed to carry and self-administer prescribed medication during school hours, the authorized health care provider's written statement shall include:

1. Clear identification of the student (Education Code 49423, 49423.1; 5 CCR 602)
2. The name of the medication (Education Code 49423, 49423.1; 5 CCR 602)
3. The method, amount, and time schedules by which the medication is to be taken (Education Code 49423, 49423.1; 5 CCR 602)
4. If a parent/guardian has requested that his/her child be allowed to self-administer medication, confirmation that the student is able to self-administer the medication (Education Code 49414.5, 49423, 49423.1; 5 CCR 602)
5. For medication that is to be administered by unlicensed personnel, confirmation by the student's health care provider that the medication may safely and appropriately be administered by unlicensed personnel (Education Code 49423, 49423.1; 5 CCR 602)
6. For medication that is to be administered on an as-needed basis, the specific symptoms that would necessitate administration of the medication, allowable frequency for administration, and indications for referral for medical evaluation
7. Possible side effects of the medication
8. Name, address, telephone number, and signature of the student's authorized health care provider

For self-administration of inhaled asthma medication, the district shall accept a written statement from a physician or surgeon contracted with a health plan licensed pursuant to Health and Safety Code 1351.2. Such written statements shall be in English and Spanish, and shall include the name and contact information for the physician or surgeon. (Education Code 49423.1)

District Responsibilities

The Superintendent or designee shall ensure that any unlicensed school personnel authorized to administer medication to a student receives appropriate training from the school nurse or other qualified medical personnel.

The school nurse or other designated school personnel shall:

1. Administer or assist in administering medication in accordance with the authorized health care provider's written statement
2. Accept delivery of medications from parents/guardians and count and record all controlled medications upon receipt
3. Maintain a list of students needing medication during the school day, including those authorized to self-administer medication, and note on the list the type of medication and the times and dosage to be administered
4. Maintain for each student a medication log which will:
 - a. Specify the student's name, medication, dose, method of administration, time of administration during the regular school day, date(s) on which the student is required to take the medication, and the authorized health care provider's name and contact information
 - b. Contain space for daily recording of the date, time, and amount of medication administered, and the signature of the individual administering the medication
5. Maintain for each student a medication record which will include the authorized health care provider's written statement, the parent/guardian's written statement, the medication log, and any other written documentation related to the administration of medication to the student
6. Ensure that student confidentiality is appropriately maintained

(cf. 5125 - Student Records)

7. Coordinate and, as appropriate, ensure the administration of medication during field trips and other school-related activities

(cf. 5148.2 - Before/After School Programs)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

8. Report to a student's parent/guardian and the site administrator any refusal by the student to take his/her medication

9. Keep all medication to be administered by district personnel in a locked drawer or cabinet

10. As needed, communicate with a student's authorized health care provider and/or pharmacist regarding the medication and its effects

11. Counsel other designated school personnel regarding the possible effects of a medication on a student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose

12. Ensure that any unused, discontinued, or outdated medication is returned to the student's parent/guardian at the end of the school year or, if the medication cannot be returned, dispose of it in accordance with state laws and local ordinances

13. In the event of a medical emergency requiring administration of medication, provide immediate medical assistance, directly observe the student following the administration of medication, call 911 and contact the student's parent/guardian, and determine whether the student should return to class, rest in the school office, or receive further medical assistance

14. Report to the site administrator, the student's parent/guardian, and, if necessary, the student's authorized health care provider any instance when a medication is not administered properly, including administration of the wrong medication or failure to administer the medication in accordance with authorized health care provider's written statement

Emergency Epinephrine Auto-Injectors

The Superintendent or designee shall provide epinephrine auto-injectors to school nurses or other employees who have volunteered to administer them in an emergency and have received training. The school nurse, or a volunteer employee when a school nurse or physician is unavailable, may administer an epinephrine auto-injector to provide emergency medical aid to any person suffering, or reasonably believed to be suffering, from potentially life-threatening symptoms of anaphylaxis at school or a school activity. (Education Code 49414)

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer an epinephrine auto-injector and describing the training that the volunteer will receive. (Education Code 49414)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

The principal or designee at each school may designate one or more volunteers to receive initial and annual refresher training, which shall be provided by a school nurse or other qualified person designated by a physician and surgeon authorized pursuant to Education Code 49414 and shall be based on the standards developed by the Superintendent of Public Instruction (SPI). Written materials covering the required topics for training shall be retained by the school for reference. (Education Code 49414)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

A school nurse or other qualified supervisor of health, or a district administrator if the district does not have a qualified supervisor of health, shall obtain a prescription for epinephrine auto-injectors for each school from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or epinephrine auto-injector manufacturers. Elementary schools shall, at a minimum, be provided one adult (regular) and one junior epinephrine auto-injector. Secondary schools shall be provided at least one adult (regular) epinephrine auto-injector, unless there are any students at the school who require a junior epinephrine auto-injector. (Education Code 49414)

If an epinephrine auto-injector is used, the school nurse or other qualified supervisor of health shall restock the epinephrine auto-injector as soon as reasonably possible, but no later than two weeks after it is used. In addition, epinephrine auto-injectors shall be restocked before their expiration date. (Education Code 49414)

Information regarding defense and indemnification provided by the district for any and all civil liability for volunteers administering epinephrine auto-injectors shall be provided to each volunteer and retained in his/her personnel file. (Education Code 49414)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

A school may accept gifts, grants, and donations from any source for the support of the school in carrying out the requirements of Education Code 49414, including, but not limited to, the acceptance of epinephrine auto-injectors from a manufacturer or wholesaler. (Education Code 49414)

(cf. 3290 - Gifts, Grants and Bequests)

The Superintendent or designee shall maintain records regarding the acquisition and disposition of epinephrine auto-injectors for a period of three years from the date the records were created. (Business and Professions Code 4119.2)

(cf. 3580 - District Records)

Emergency Medication for Opioid Overdose

When available at the school site, the school nurse shall provide emergency naloxone hydrochloride or another opioid antagonist for emergency medical aid to any person exhibiting potentially life-threatening symptoms of an opioid overdose at school or a school activity. Other designated personnel who have volunteered and have received training may administer such medication when a school nurse or physician is unavailable, and shall only administer the medication by nasal spray or auto-injector. (Education Code 49414.3)

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer naloxone hydrochloride or another opioid antagonist, describing the training that the volunteer will receive, and explaining the right of the volunteer to rescind the offer to volunteer at any time, including after receiving training. The notice shall also include a statement that no benefit will be granted to or withheld from any employee based on the offer to volunteer and that there will be no retaliation against any employee for rescinding the offer to volunteer. (Education Code 49414.3)

The principal or designee may designate one or more volunteer employees to receive initial and annual refresher training, based on standards adopted by the SPI, regarding the storage and emergency use of naloxone hydrochloride or another opioid antagonist. The training shall be provided at no cost to the employee, conducted during regular working hours, and be provided by a school nurse or other qualified person designated by an authorizing physician and surgeon. Written materials provided during the training shall be retained at the school for reference. (Education Code 49414.3)

A school nurse, other qualified supervisor of health, or, if the district does not have a qualified supervisor of health, a district administrator shall obtain a prescription for naloxone hydrochloride or another opioid antagonist for each school from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or manufacturers. (Education Code 49414.3)

If the medication is used, the school nurse, other qualified supervisor of health, or district administrator, as applicable, shall restock the medication as soon as reasonably possible, but no later than two weeks after it is used. In addition, the medication shall be restocked before its expiration date. (Education Code 49414.3)

Information regarding defense and indemnification provided by the district for any and all civil liability for volunteers administering naloxone hydrochloride or another opioid antagonist for emergency aid shall be provided to each volunteer and retained in the employee's personnel file. (Education Code 49414.3)

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

State References

5 CCR 600-611

Bus. Code 2700-2837

Bus. Code 3500-3546

Bus. Code 4119.2

Description

Administering medication to students

Nursing -

<https://simbli.eboardsolutions.com/SU/uCzErklfpGgLI9HTTl6yxg==>

Physician assistants -

<https://simbli.eboardsolutions.com/SU/DVwu5arEKuyPdOB2YXaplusEw==>

Acquisition of epinephrine auto-injectors -

<https://simbli.eboardsolutions.com/SU/vO6toOi4tTtDRslshrrJcMWlQ==>

Bus. Code 4119.8	Acquisition of naloxone hydrochloride or another opioid antagonist - https://simbli.eboardsolutions.com/SU/DmZMuG277jOaQCVyhEgx8w==
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49407	Liability for treatment
Ed. Code 49408	Student emergency information
Ed. Code 49414	Emergency epinephrine auto-injectors
Ed. Code 49414.3	Emergency medical assistance; administration of medication for opioid overdose
Ed. Code 49414.5	Providing school personnel with voluntary emergency training
Ed. Code 49422-49427	Employment of medical personnel
Ed. Code 49423	Administration of prescribed medication for student
Ed. Code 49423.1	Inhaled asthma medication
Ed. Code 49480	Continuing medication regimen; notice
H&S Code 11362.7-11362.85	Medicinal cannabis

Federal References

20 USC 1232g
20 USC 1400-1482
21 USC 812
21 USC 844
29 USC 794

Description

Family Educational Rights and Privacy Act (FERPA) of 1974
Individuals with Disabilities Education Act
Schedule of controlled substances
Penalties for possession of controlled substance
Rehabilitation Act of 1973; Section 504

Management Resources References

American Diabetes Association Publication
American Diabetes Association Publication
American Diabetes Association Publication
American Diabetes Association Publication
Court Decision
National Diabetes Education Program Publication
Website
Website
Website
Website
Website
Website

Description

Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes, May 2006
Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007
Program Advisory on Medication Administration, 2005
Training Standards for the Administration of Epinephrine Auto-Injectors, rev. 2015
American Nurses Association v. Torlakson, (2013) 57 Cal.4th 570
Helping the Student with Diabetes Succeed: A Guide for School Personnel, June 2003
CSBA District and County Office of Education Legal Services -
<https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==>
National Diabetes Education Program -
<https://simbli.eboardsolutions.com/SU/U4JqanN6vgbBAvhkbHdFNA==>
U.S. Department of Health and Human Services, National Institutes of Health, Blood Institute, asthma information -
<https://simbli.eboardsolutions.com/SU/BdavnAjNBHZNDwPZKB17GA==>
American Diabetes Association -
<https://simbli.eboardsolutions.com/SU/ZdzQITccA6IJSdCROntMZA==>
California Department of Education, Health Services and School Nursing -
<https://simbli.eboardsolutions.com/SU/8gslshmouplus2E8Rmx2avRDQPwx==>
CSBA -
<https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==>

Cross References**Description**

3513.4	Drug And Alcohol Free Schools - https://simbli.eboardsolutions.com/SU/G9YI5CJhheLLabTslshGXd7Xg==
4119.43	Universal Precautions - https://simbli.eboardsolutions.com/SU/gORMhslshD5bMFOZeM7xFoexQ==
4119.43	Universal Precautions - https://simbli.eboardsolutions.com/SU/9lIbrmhyQNIJrrHEpu1tOA==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/EeCHwslshRjPBtwrojqBqdPZQ==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/WWdislshx4dCgdIAXslshNvewXRA==
4219.43	Universal Precautions - https://simbli.eboardsolutions.com/SU/4LNComPzRwnFQtlmEj25Eg==
4219.43	Universal Precautions - https://simbli.eboardsolutions.com/SU/4CynY4zAv8N2pq4MhO8ZyQ==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/7hmzTA1E8sRslsh4Unidrz9gQ==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/mre2UOmEOkRGIngmH0VHiQ==
4319.43	Universal Precautions - https://simbli.eboardsolutions.com/SU/dWw4cFTSsUo4DNc4w05k4w==
4319.43	Universal Precautions - https://simbli.eboardsolutions.com/SU/A9lIXd9gplus1wqEGwi2AM2slshg==
5022	Student And Family Privacy Rights - https://simbli.eboardsolutions.com/SU/ErXapdcoUiv4XH7md8ygyw==
5022	Student And Family Privacy Rights - https://simbli.eboardsolutions.com/SU/pu0foEmCJYUnzaYB2TAlIQ==
5113	Absences And Excuses - https://simbli.eboardsolutions.com/SU/vmfzBKCMqNhTmcF0pkYH6Q==
5113	Absences And Excuses - https://simbli.eboardsolutions.com/SU/ZbUlaadHVQgSHSRK6JZuJA==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/BTo9e0CM4YGEYuOYBgSfkQ==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/Duo48zQaB63jqTAMw9vpeQ==
5125	Student Records - https://simbli.eboardsolutions.com/SU/KxPPYh2Jm1plusslshZnBbYuXwNQ==
5125	Student Records - https://simbli.eboardsolutions.com/SU/2KSKyplustsYxfCWgtiqcINIQ==
5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/aX5V1dslshGsti97w6LMOBjXw==
5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/d3Cliz56J8kx0l4DayPQ==
5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/13gYK7i57ddr6CwWoKCZ5g==
5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/8rTaJgtXchtYANKZ5oYlug==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/8xAfAr5slshCNAVOuCiYn85Sw==

5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/8ydzXplus4YlflLepMre53z9iA==
5141.23	Asthma Management - https://simbli.eboardsolutions.com/SU/u69WzyaLvS98y778Orse9Q==
5141.23	Asthma Management - https://simbli.eboardsolutions.com/SU/plusgZJqyJNYKaahY0uABK4ig==
5141.24	Specialized Health Care Services - https://simbli.eboardsolutions.com/SU/2XZRA1cOTXtVD5PBULrn4w==
5141.24	Specialized Health Care Services - https://simbli.eboardsolutions.com/SU/pZZO8HPh50OHLHH88XMqaQ==
5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/WLRg3reZsrC9mM5aAsphLA==
5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/P69yIfuplusZwCxqOoTNsjJwQ==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/1i7jNGvbEIW7HqjLnHlplusQw==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/kE7oecdpluszExV1abXYA2HxQ==
5145.6	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/eWWqizwZhtglINEv9siCsIshA==
5145.6-E PDF(1)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/tflfnCdOU2HTEWAxqd4MpA==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/Xabb3GW5sl8f1ujrJdHQvw==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/f0rh1vBeE8IHfYmUM5J3Cw==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/AslshQslsh4zb14Jpx5VSstfhITg==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/GXiI9a7y7DTjqFh6jsgLDw==
6163.2	Animals At School - https://simbli.eboardsolutions.com/SU/5EC7FrDxsvH2vwHslyG7tw==
6163.2	Animals At School - https://simbli.eboardsolutions.com/SU/lqdgeUdP9hRpYIPs5YMGGQ==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/PowkV28zk8hwQJlIRiX0zg==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/iFMDKPBdgyYU4mZWmxx84g==

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Nominations for California School Boards Association (CSBA) Delegate Assembly

RECOMMENDATION:

The Superintendent recommends the Board consider nominations for CSBA Delegate Assembly.

BACKGROUND:

Local boards in CSBA's 21 regions will participate in the Delegate assembly elections. Those elected will serve two-year terms beginning April 1, 2023 and ending March 31, 2025. There are two required Delegate Assembly meetings each year; in 2023, the dates are May 20-21 and November 28-29.

STATUS:

Nominations for CSBA's Delegate Assembly will be accepted until January 7, 2023. Any CSBA member board is eligible to nominate board members within their geographical region or subregion. Each board may nominate as many individuals as it chooses. All nominees must submit a biographical sketch. An optional resume may also be submitted.

FISCAL IMPACT:

N/A

BOARD GOALS:

Board Focus Goal I - STUDENT NEEDS

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

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

Board Focus Goal II – FISCAL ACCOUNTABILITY

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

Board Focus Goal III - COMMUNICATION / COMMUNITY INVOLVEMENT

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

Board Focus Goal IV - STAFF NEEDS

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

Board Focus Goal V - FACILITY / HOUSING

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

Board Focus Goal VI – CULTURE OF EXCELLENCE

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



Frequently Asked Questions regarding Delegate Assembly Nominations and Elections for 2023

Who is eligible to serve on Delegate Assembly? To be eligible to serve on CSBA's Delegate Assembly, a board member must:

- Be a trustee of a district or county office of education that is a current member of CSBA; and
- Be a trustee of a district or county office of education within the geographic region or subregion which the Delegate will represent.

What is the term of office to serve on Delegate Assembly? The term of office for each Delegate is two years beginning April 1, 2023 through March 31, 2025.

How is a board member nominated to serve on the Delegate Assembly? A board member must be formally nominated by a board in the region or subregion and may be nominated by his or her own district or county office. The nomination is an action that is taken in a public board meeting and requires a majority vote. A board may nominate as many individuals as it wishes, however, it is the responsibility of the nominating board to obtain permission from the nominee prior to submitting his or her name.

What does a nomination consist of? A nomination consists of a completed signed nomination and a one-page candidate biographical sketch form. In addition, an optional, one-page, single-sided, résumé may be submitted, (résumé cannot be substituted for the candidate biographical sketch form). The biographical sketch will be copied exactly as submitted and included with the ballots.

When are the nomination and biographical sketch forms due? The nomination and candidate biographical sketch forms must be delivered to CSBA either electronically online, by fax (916) 371-3407, email nominations@csba.org, or mail, postmarked by the U.S.P.S., on or before **Saturday, January 7, 2023**. **It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.**

How are nominees elected to serve on Delegate Assembly? Ballots are mailed by Wednesday, February 1 to each district or county board within the region or subregion. Ballots must be delivered to CSBA via U.S.P.S. postmarked by Wednesday, March 15 to be accepted. Ballots may not be faxed or emailed.

Voting for Delegates is an action of the entire board rather than individual board members; therefore, it is done at a public meeting and requires a majority vote. Each board may vote for as many persons as there are positions to be filled within the region or subregion. All districts and candidates are notified of the results no later than April 1. If there is a tie vote, a run-off election will be held.

What are the required Delegate Assembly meeting dates? There are two required Delegate Assembly meetings each year. In 2023, the first meeting will be May 20-21 in Sacramento and the second one will be November 28-29 in San Francisco preceding CSBA's Annual Education Conference and Trade show.

Does CSBA cover expenses for Delegates to attend the Delegate Assembly meetings? No, CSBA is not able to cover expenses.

For additional information, please contact the Executive Office at (800) 266-3382.

Delegate Assembly Important Dates



2023 Delegate Assembly Election

Saturday, January 7:	Deadline for Nomination Forms and Biographical Sketch Forms
Wednesday, February 1:	Ballots sent to member boards
Wednesday, March 15:	Deadline for ballots to be sent back to CSBA
By Friday, March 31:	Ballots will be counted
Saturday, April 1:	First day of new 2-year term for Delegates elected in 2023

2023 Delegate Assembly Meeting Dates

Saturday – Sunday, May 20 - 21
(Scheduled to occur in Sacramento)

Tuesday – Wednesday, November 28 - 29
(Scheduled to occur in San Francisco)

Delegate Assembly District Nomination Form for 2023 Election



TO BE COMPLETED BY THE NOMINATING BOARD

Deadline: Saturday, January 7, 2023 | No late submissions accepted

This form is required. Please submit this Nomination Form via e-mail to nominations@csba.org by no later than 11:59 p.m. on January 7, 2023. Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2023. **It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline.**

CSBA Region/subregion # _____

See "CSBA REGION INDEX FOR DISTRICTS & COE"

The Board of Education of the _____

(Nominating District)

voted to nominate _____ **The nominee is a member of the**
(Nominee)

_____ **which is a member of the**
(Nominee's Board)

California School Boards Association.

Board Clerk or Board Secretary (signature)

Date

Board Clerk or Board Secretary (print name)

ONLY ONE NOMINEE PER NOMINATION FORM

Delegate Assembly

Biographical Sketch Form for 2023 Election



Deadline: Saturday, January 7, 2023 | No late submissions accepted

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state "see résumé." Do not re-type this form. Please submit completed form via e-mail to nominations@csba.org by no later than 11:59 p.m. on January 7, 2023. Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2023. **It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline.**

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: _____ Date: _____

Name: _____ CSBA Region & subregion #: _____

District or COE: _____ Years on board: _____

Profession: _____ Contact Number (☐ Cell ☐ Home ☐ Bus.): _____

Primary E-mail: _____

Are you an incumbent Delegate? ☐ Yes ☐ No If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

Please describe your activities and involvement on your local board, community, and/or CSBA.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Annual/5 Year Developer Fee Report – Fiscal Year 2021-22

RECOMMENDATION:

The Superintendent recommends the Board of Trustees adopt the Annual/5 Year Developer Fee Report for Fiscal Year 2021-22.

BACKGROUND:

Pursuant to Government Code Section 66000 et seq. the District is required to make public an annual accounting of developer fees collected by the District within 180 days after the last day of each fiscal year.

STATUS:

This report provides accounting and findings related to the collection of developer fees in Fiscal Year 2021-22. The report includes information on the type of fee collected, the amount of the fee, the balance of the funds collected, the public improvement to which the fees are to be put, the approximate date by which the public improvement construction will commence, the reasonableness of the relationship between the fee charged and the purpose for which it is charged, the sources of funding available for completing any incomplete projects and the approximate dates for completion of such projects.

FISCAL IMPACT:

As of June 30, 2022, the District collected \$2.49 per square foot of assessable space of residential construction; and \$0.40 per square foot of covered and enclosed space of commercial/industrial construction; but subject to the District's determination that a particular project is exempt from all or part of these fees.

The District's School Facility Fee Justification Report from November 2021 demonstrated Rescue Union School District was justified to collect the legal maximum fee of \$4.08 per square foot of residential development as authorized by Government Code 65995 (Level 1 fees) as future residential development creates a school facility cost of \$4.39 per square foot.

The beginning and ending balance of the Fund were:

<i>Beginning Fund Balance:</i>		<i>\$ 2,238,181</i>
<i>Fees/Revenues Collected (all sources)</i>	<i>\$526,323</i>	
<i>Expenditures</i>	<i>(\$238,267)</i>	
<i>Ending Fund Balance:</i>		<i><u>\$ 2,526,237</u></i>

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.



RESCUE UNION SCHOOL DISTRICT

"Educating for the Future Together"

2390 Bass Lake Road • Rescue, CA 95672

(530) 677-4461 • FAX (530) 677-0719

www.rescueusd.org

TO: Rescue Union School District Community

FROM: Lisa Donaldson, Assistant Superintendent, Business Services

DATE: November 15, 2022

Re: Annual and 5-year Report-Collection and Accounting of Developer Fees

Background:

On January 1, 1987, school districts were authorized to levy statutory developer fees on new residential and commercial/industrial developments. Originally set forth in Government Code Sections 53080 and 65995, Assembly Bill 2926, known as the 1986 School Facilities Legislation granted school districts the right to levy fees. In 1987, statutory school fees were authorized to be levied in the amount of \$1.50 per square foot of assessable space of new residential space and \$0.25 per square foot of covered or enclosed space in any commercial or industrial development. Since 1987, these amounts have increased to \$4.08 and \$.66, respectively and are currently found in Education Code Section 17620 and Government Code Section 65995.

In 1998, Proposition 1A was passed by the voters in California and Senate Bill 50 (SB50) which constituted significant school facility finance and developer fee reform legislation. SB50 created the authority for school districts to levy Alternative School Fees, which created what are commonly referred to as Level 2 and Level 3 School Fees. RUSD is not eligible to collect these Level 2 or 3 fees. With the enactment of SB50 and the creation of Alternative School Fees, the original statutory school fees are now referred to as Level 1 Fees.

On the western slope, EDUHSD and elementary feeder districts have reached an agreement to allocate the fees 61% toward K-8 needs and 39% towards 9-12. If an elementary district has a fee justification study amount less than 61% of the current rate, the balance may be collected by the high school if their fee justification study justifies the higher amount.

On November 16, 2021, this Board adopted its November 2021 Developer Fee Justification Study. As a result of its fee sharing agreement with the EDUHSD, the following are the current rates collected:

- Residential (\$4.08 Sq. Ft):

K-8 = \$2.49 (61.0%)
9-12 = \$1.59 (39.0%)

- Commercial (\$0.66 Sq. Ft):

K-8 = \$0.40 (61.0%)
9-12 = \$0.26 (39.0%)



RESCUE UNION SCHOOL DISTRICT

"Educating for the Future Together"

2390 Bass Lake Road • Rescue, CA 95672

(530) 677-4461 • FAX (530) 677-0719

www.rescueusd.org

Accounting for Developer Fees Collected in Prior Years:

Pursuant to Government Code §66006 all fees and charges, along with any interest income earned thereon, are deposited in a separate capital facilities fund in a manner to avoid any comingling with other revenues and funds of the District. Every year the District must account for the fees. Pursuant to Government Code §66001 every five years the District must make certain findings regarding the funds as described below. The expenditure of the fees is described in the "Developer Fee Collection Summary".

Pursuant to Government Code §66006, the District shall, within 180 days after the last day of each fiscal year, make available to the public an accounting for the fees in the capital facilities fund.

Not less than 15 days after it is made available to the public, the District shall review the accounting at the next regularly scheduled public meeting.

The District shall provide notice of the time and place of the meeting, including the address where the information may be reviewed, and the notice shall be mailed at least 15 days prior to the meeting to any interested party who files a written request with the District for mailed notice of the meeting.

Under Government Code §66006 the annual accounting must contain the following information:

a. A brief description of the type of fee in the account.

In this District, all of the fees in the account are Level I fees collected from developers under Government Code §65995 and Education Code §17620.

b. The amount of the fee.

The amount of the fee in this District is \$2.49 per square foot on all residential construction and \$0.40 per square foot on all commercial (except for mini-storage construction which is \$.05 per square foot) and industrial construction. This amount is 61% of the total fee collected.

c. The beginning and ending balance of the account.

Beginning Fund Balance: \$ 2,238,181

Ending Fund Balance: \$ 2,526,237

d. The amount of the fees collected and the interest earned.

Fees Collected: \$ 518,720

Interest Earned: \$ 7,603

e. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Development Fee Collection Summary, Exhibit A.



RESCUE UNION SCHOOL DISTRICT

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-
- f. **An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in the facility plan of the District, and that the public improvement remains incomplete.**
Not applicable. The District has not made this determination.

- g. **A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.**

Inter-fund transfers were made to make Certificate of Participation payments for completed construction projects. This is not a loan.

- h. **The amount of any developer fee refunds.**

Refunds in 2021-22 total \$3,205.00

Under Government Code §66001, the Board must make the following findings for the five-year accounting with respect to the portion of the account or fund remaining unexpended, whether committed or uncommitted:

- a. **Identify the purpose of the fee.**

The justification for the fee is outlined in the November 2021 Justification Study, and is based on the District's 2020 Developer Fee Study which includes New Schools, Additions to Existing Schools, Portable Replacement Projects, and Modernization/Upgrade projects.

- b. **Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.**

Future residential development will cause new families to move into the District and, consequently, will generate additional students in the District. The District's School Facility Fee Justification Report from November 2021 demonstrated adequate school facilities do not exist for these students. Future residential development, therefore, creates a need for additional school facilities. The fee's use (acquiring school facilities) is, therefore, reasonably related to the type of project (future residential development) on which it is imposed.

New commercial/industrial development will cause new workers to move into the District. Because some of these workers will have school-age children, commercial /industrial development will also generate new students in the District. The District's School Facility Fee Justification Report from November 2021 demonstrated adequate school facilities do not exist for these students. New commercial/industrial development, therefore, creates a need for additional school facilities. The fee's use (acquiring school facilities) is, therefore, reasonably related to the type of project (new commercial/industrial development) on which it is imposed.

- c. **Identify all sources and amounts of funding anticipated to complete the financing of incomplete improvements.**



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Funding sources will include developer fees, general fund (annual contributions to a special reserves/capital outlay fund), general obligation bond proceeds, Community Facilities District Funds, and state modernization funds.

- d. **Designate the approximate dates on which the funding anticipated to complete financing of the incomplete improvements is expected to be deposited into the appropriate account or fund.**

This cannot be determined for certain at this time. The determining factor is the availability of State funding on certain new construction projects, housing development progress and completion dates throughout the District.

If findings are not made every five years, as required by Government Code §66001(d), the District shall refund the moneys in the fund as provided below.

When sufficient funds have been collected to complete financing on incomplete public improvements identified in the District's facilities plan, and the improvements remain incomplete, the District shall identify, within 180 days of the determination that sufficient funds have been collected, an approximate date by which the construction of the public improvement will be commenced, or shall refund to the then current record owner or owners of the lots or units, as identified on the last equalized assessment roll, of the development project or projects on a prorated basis, the unexpended portion of the fee, and any interest accrued thereon.

If the administrative costs of refunding unexpended revenues exceed the amount to be refunded, the District, after a public hearing, notice of which has been published once in a newspaper of general circulation, and posted in three prominent places within the area of the development project, may determine that the revenues shall be allocated for some other purpose for which development fees are collected pursuant to Government Code §§66000 et seq., and which serves the project on which the fee was originally imposed.

Recommendation:

The Assistant Superintendent recommends that the Board of Trustees approve this report, and the information provided for the annual and five-year accounting requirement.



Rescue Union School District
Annual Accounting of Developer Fees - Fiscal Year 2021-22
Per Government Code 66001-66008

11/9/2022

Attachment A

Beginning Balance (July 1, 2021 Unaudited)		\$ 2,238,181
Revenues:		
Fees Collected	\$ 518,720	
Interest Earned	\$ 7,603	
Other:	\$ -	
Total Revenue:		\$ 526,323
Total Funds Available		\$ 2,764,503
Expenditures:	<u>Amount Expended</u>	
Construction Projects:		
<i>Rescue Elementary School Capital Improvements:</i>		
The District has embarked on a plan to upgrade facilities needed to accommodate growth.	\$ 18,870	100%
Debt Service - 2010 Certificates of Participation Refunding	\$ 163,260	31.25%
Rental Payments and Interest were paid on the 2010 Certificates of Participation used to refund the 2001 and 2008 COP's. Proceeds from the original sale of Certificates of Participation (2001) were used to plan, design, and construct school facilities and to accommodate growth in constructing the Pleasant Grove Middle School (\$2.5M of \$8M COP).		
EDCOE Fee	\$ 15,607	100%
The El Dorado County Office of Education administers the collection of Developer Impact Fees for the school districts in El Dorado County. This is the administrative fee charged by EDCOE for their services.		
Contracts - School Facility Consultants/ School Works	\$ 18,923	100%
The District contracted with contractors to perform the following - Prepare and update school boundary information, and Prepare Modernization Eligibility Analysis for Rescue USD		
Administrative Expenses	\$ 21,607	25%
Administrative expenses including payroll and benefits related to the Facilities Department's oversight of the capital improvements and projects being planned, designed and constructed to accommodate growth were incurred by the District.		
Total Expenditures:		\$ 238,267
Ending Balance (June 30, 2022)		\$ 2,526,237



Rescue Union School District
5 Year Accounting of Developer Fees - Fiscal Year 2021-22
Per Government Code 66001-66008

Attachment B

Updated 10/31/2022

<u>Year</u>	<u>Interest</u>	9013 <u>Level I</u>	9017 <u>Level II</u>	<u>Level III</u>	<u>Beg. Balance</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Transfers In</u>	<u>Audit Adjust</u>	<u>Ending Balance</u>
2017-18	\$ 18,232	\$ 423,148	\$ -		\$ 1,625,449	\$ 441,380	\$ 277,245	\$ -	\$ -	\$ 1,789,584
2018-19	\$ 37,544	\$ 379,841	\$ -		\$ 1,789,584	\$ 417,385	\$ 339,880	\$ -	\$ -	\$ 1,867,089
2019-20	\$ 34,726	\$ 340,513	\$ -		\$ 1,867,089	\$ 375,239	\$ 321,693	\$ -	\$ -	\$ 1,920,635
2020-21	\$ 10,123	\$ 529,980			\$ 1,920,635	\$ 540,103	\$ 222,557	\$ -	\$ -	\$ 2,238,181
2021-22	\$ 7,603	\$ 518,720			\$ 2,238,181	\$ 526,323	\$ 238,267	\$ -	\$ -	\$ 2,526,237
Five Year Revenue/Expenditure 2017-05 thru 2021-22						\$ 2,325,744	\$ 1,555,332			

RESCUE UNION SCHOOL DISTRICT
2390 BASS LAKE ROAD
RESCUE, CA 95672

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that at 6:30 p.m. on Tuesday, November 15, 2022 at the District Office Board Room, located at 2390 Bass Lake Road, Rescue, CA, the Governing Board of the Rescue Union School District will consider the approval of the Annual Developer Fee Report for 2021- 2022, pursuant to Government Code sections 66001 [and 66006].

Any interested party may make an oral or written presentation at the meeting. Rescue Union School District has made available to the public information regarding the capital facilities fees received, deposited, invested and expended by the District, particularly through a document entitled Annual Accounting Developer Fees 2021-2022.

Such information may be obtained at the District Office at the address listed above by contacting Lisa Donaldson at 530-677-4461 or at the following link:
<http://www.rescueusd.org/School-Board/Agendas-Minutes/index.html>

By: Lisa Donaldson
Assistant Superintendent of Business Services

Dated: November 4, 2022

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: **AB1200 Disclosure-Certificated Employees (RUFT)**
Tentative Agreement & Salary Schedules for 2022-23;

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 2022-23 fiscal year. The District and **Certificated Employees (RUFT)** have agreed that their salaries shall be increased by a total of 5.7% retroactive to July 1, 2022, paid within 60 days of Board approval. The parties agree that this 5.7% raise is in addition to the already agreed upon 1% that began on July 1, 2022 for a total 6.7% increase to the 2021-22 salary schedule.

Additionally, The District and Certificated Employees (RUFT) have agreed to a one year MOU to provide Special Education Teachers release time and stipends as follows:

- 1-5 years of Special Education in Rescue = \$1,250
- 6-10 years of Special Education in Rescue = \$1,750
- 11+ years of Special Education in Rescue = \$2,250

FISCAL IMPACT:

The salary increase will cost the District approximately \$1,068,200. The MOU will cost approximately \$30,000. These amounts will be incorporated into the Fiscal Year 2022-23 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, MOUs, and the AB1200 Disclosure.

TENTATIVE AGREEMENT

Between the

RESCUE UNION SCHOOL DISTRICT

and the

RESCUE UNION FEDERATION OF TEACHERS

October 14, 2022



This proposal from the Rescue Union School District (District) to the Rescue Union Federation of Teachers (Federation) is presented to be adopted in its entirety.

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 District ~~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 District as a result of dues deductions shall be remitted promptly to the appropriate financial officer designated by the Federation no later than the 1530th of each month. 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.~~
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.~~

3. 8The 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.

4. 9: 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 the Federation any 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.

5. All the funds collected by the District as a result of dues and/or COPE deductions shall be remitted promptly to the appropriate financial officer designated by the Federation no later than the 30th of each month. 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.

6. Contributions shall continue until such time that the Federation notifies the District a unit member has withdrawn ~~withdraws authorization in writing to the Federation.~~

ARTICLE 7: TRANSFER AND REASSIGNMENT

1. Definitions

- a. Transfer: the movement of an employee from one site to another site.
 - 1. Voluntary Transfer (employee initiated)
 - 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.
 - 1. Voluntary Reassignment
 - 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:

Hire date on or before June 30, 2020 Prior to 2020-21:

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

Effective Hire date on or after July 1, 2020 2020-21:

- 1. The date of certificated employment began in the district, and then
- 2. Credentialing requirements, and then
- 3. 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.

g. Academic Experience: experience teaching within two (2) grade levels of the requested position

3 Reassignment Procedures:

a. Voluntary reassignment:

- 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.
- 2. If more than one employee applies for a vacancy, the following qualifications will be equally considered: 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

Employee's preference

If qualifications are equal, the most senior employee shall be granted the position, unless the senior teacher does not have rights to the percentage required by the position.

- 3. All positions posted at a site and unfilled by the reassignment process

shall be posted for district wide transfers.

4. The District shall give employees denied a reassignment a written explanation for the denial within ten (10) working days.

4. Transfer Procedures:

a. Voluntary transfers:

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.
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.
3. An employee requesting a voluntary transfer or responding to a posting may be assigned to the requested position based upon the following factors:

- a. Unit member's area of credential
- b. Applicable state and federal laws

4. If more than one employee applies for a vacancy, the following qualifications will be equally considered:

Credential requirements

Academic experience

Satisfactory Evaluations

If qualifications are equal, the most senior employee shall be granted the position, unless the senior teacher does not have rights to the percentage required by the position. 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 7.3.a.2.

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.
6. The District shall give employees denied a transfer a written explanation for the denial within ten (10) working days.
7. A site administrator may deny an employee's transfer request to their site if a discipline letter of reprimand has been placed into the employee's personnel file within the past six months. If the site administrator of the school the employee is seeking to transfer into fails to deny the request by the time the posting closes, the transfer request shall be deemed approved by the principal. In the event that the employee and the employee's current site administrator mutually agree that such a transfer would be beneficial, they may appeal any such denial to the Superintendent, who will work with all parties to ensure an appropriate placement.

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

Special Education Caseload: RSP 28:1 (State Limit)

Special Education Class Size: SDC 18:1

Special Education Caseload: SDC 18:1

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.

General Education Classrooms

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	

Special Education Caseload

When the caseload of an RSP or SDC teacher exceeds the contractual maximum, the teacher will receive the same compensation as outlined above for General Education Classrooms. ~~\$3.00 per day, per student to commence on the 11th consecutive working day, retroactive to the first day of the increase.~~ The compensation will cease if the caseload returns to the caseload maximum. The State

allows a waiver for RSP to exceed the 28:1 ratio up to 32:1. This waiver must be agreed upon by the teacher. The District will make reasonable efforts to staff for SDC classes that average 15:1.

ARTICLE 27: DURATION

1. This Agreement and each of its provisions shall be binding on both parties from ~~July 1, 2019 to June 30, 2022.~~ July 1, 2022 to June 30, 2025.

4. For the ~~2019-2022~~ 2022-2025 years, each party may open Compensation, Duration, and two articles of its own choice. The parties agree that during the negotiations process edits that do not change the meaning of the Agreement can be made when mutually agreed upon without opening that article (i.e. formatting, pages numbers, spelling, etc).

ARTICLE 31: CATASTROPHIC LEAVE

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.

A "family member" for the purpose of catastrophic leave, shall be defined as spouse, domestic partner, child, step-child, parent, and any relative currently living in the immediate household of the employee.

Catastrophic Leave Committee Coordinator is the committee person who oversees the donation bank, sick leave donation forms, and requests for the use of donated leave credits. This committee is made up of two RUFT members and two District members.

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 ~~Committee Coordinator~~ verifies that the employee meets all the eligibility requirements.
- d. Effective July 1, 2022, the employee who receives or has received catastrophic leave credits from the bank will repay half of the leave credits according to the schedules identified in sections e and f. In the event an employee has met this obligation, the employee will no longer need to continue repayment. In the event an employee has exceeded this obligation, the employee will not receive a reimbursement of any overage of leave credits repaid.
- ~~d.e.~~ 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.f. 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 4th 5th year until the ~~amount they borrowed is paid in full~~ obligation is met.

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 ~~Committee Coordinator~~ and a copy forwarded to the District Office.
- b. All transfer of sick leave credit to the program 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 twentyone (21) calendar days from the first student day ~~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 twentyone (21) ~~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.
- i. If an employee has not participated in donating sick leave credit, no "All-Call for donations" will be made by RUFT or the District.

4. Procedure for Requesting Sick Leave Credit

- a. An employee desiring Catastrophic Sick Leave credit shall obtain an application from the Catastrophic Leave Committee Coordinator, and return the completed application to the Catastrophic Leave Committee 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. 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.
- f. If an employee has not participated in donating sick leave credit, no "All-Call for donations" will be made by RUFT or the District.

5. Administrative Regulations

- a. Catastrophic Sick 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 Bankfile, listing members who have contributed, and who could qualify for use of Catastrophic Sick Leave days. Credit contributions will be filed on Federation forms and shall be acknowledged by the Catastrophic Leave Committee Coordinator, or designee. The Committee Coordinator and two 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.
- 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

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. The Federation agrees to indemnify and hold the District harmless in respect to any such claims or actions.

ARTICLE 35: COMPENSATION

The District agrees to increase the 2021-22 salary schedule an additional 5.7% for a total increase of 6.7% for the 2022-23 school year (Effective 7/1/2022). This includes the previously agreed 1% increase that is currently on the salary schedule.

Memorandum of Understanding (MOU)
Between the
Rescue Union School District (District) and
Rescue Union Federation of Teachers (RUFT)

October 14, 2022

RE: Special Education Stipends and Release Time

Background:

RUFT expressed an interest for the District to provide stipends and release time for the Special Education teachers.

Intent:

The District and RUFT agree to participate in a pilot program for Special Education teachers that includes stipends and release time.

Agreement:

The Rescue Union School District and the Rescue Union Federation of Teachers jointly agree to the following for the 2022-2023 school year.

Article 11: DUTY DAYS/HOURS section 9 will be replaced as follows:

~~Special Education teachers may request, from the Director of Student Support Services, certificated assistance/release time for assessments, IEP preparation, report writing, etc. Release time will be granted based on need.~~

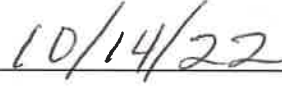
Special Education teachers shall be given four (4) equity days per year for assessments, planning, preparing, and developing IEPs. The four days shall be prorated based on FTE and will be available as follows: one (1) day in each trimester and one (1) floating day that can be used as determined by the teacher. When the teacher's classroom or other equally suitable space is unavailable during these equity days, the teacher may work at an alternate location. The principal and Special Ed/Student Services Director must be notified in advance of the work location and the teacher must be available by phone during the instructional day. If the substitute teacher does not report to work, the equity day must be rescheduled and the teacher must report to the regular school day. Due to concerns related to substitute teacher availability, the teacher may elect to receive the substitute pay as a stipend in-lieu of scheduling a substitute teacher. This election may be decided each trimester as needed.


The District and RUFT further agree to the following stipend schedule for the special education teachers for the 2022-23 school year.

Years of Service in SPED in Rescue USD	Stipend
1-5	\$1,250
6-10	\$1,750
11+	\$2,250

Both the Rescue Union School District and the Rescue Union Federation of Teachers recognize that the above changes shall not be precedent setting and this agreement sunsets at the conclusion of the 2022-2023 school year unless the parties mutually agree to extend this MOU or the parties reach agreement related to this topic during the 2022-2023 bargaining session.


Donna Bruch, RUFT President


Date


Lisa Donaldson, Assistant Superintendent


Date



Rescue Union School District
Certificated Salary Schedule

2022 - 2023

183 Days x 7.25 Hrs/day equals 1.0 FTE (6.70% increase effective 07-01-2022)

STEP	BASE SALARY
1	57,517
2	57,519
3	58,313
4	60,421
5	63,243
6	66,060
7	68,881
8	72,462
9	76,436
10	79,618
11	79,618
12	82,796
13	82,796
14	86,291
15	86,291
16	90,109
17	90,109
18	94,245
19	94,245
20	98,696
21	103,001

Pending Board approval
11-15-2022

Effective 7-1-2022, 5.7% added to 1% increase (total 6.7% increase to 2021-22 sal sched)

Brd approved: 3-8-22

Effective 7-1-21, add'l 2.53% for a total 3.53% increase

Brd approved: 5-25-21

Effective 7-1-21, 1% salary increase / 2yr agreement
(add'l 1.0% salary increase effective 7-1-22)



Rescue Union School District Certificated NURSE Salary Schedule 2022 - 2023

193 Days x 7.25 Hrs/day equals 1.0 FTE (with 6.7% increase effective 07-01-2022)

STEP	BASE SALARY
	<u>193 Days</u>
1	60,659
2	60,661
3	61,500
4	63,721
5	66,699
6	69,669
7	72,646
8	76,422
9	80,613
10	83,969
11	83,969
12	87,320
13	87,320
14	91,009
15	91,009
16	95,033
17	95,033
18	99,394
19	99,394
20	104,089
21	108,630

Pending Board approval
11-15-2022

Brd approved: 3-8-2022

Brd approved: 5-25-21

Effective 7-1-2022, 5.7% added to 1% increase (total 6.7% increase to 2021-22 sal sched)

Effective 7-1-21, add'l 2.53% for a total 3.53% increase

Effective 7-1-21, 1% salary increase / 2yr agreement (addt'l 1.0% salary increase effective 7-1-22)

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 Union School District

The proposed agreement is a 1 year agreement that covers the period beginning 07/01/2022 and will be acted upon by the Governing Board at its meeting on March 8, 2022. The General Fund is impacted as follows. Impact on other funds is addressed in the narrative.

Bargaining Unit Group
(Please use separate disclosure for each group)

Certificated
 Classified
 Confidential/Management
 Other

Check one by marking with "x"	Cost of 1% *
x	\$ 187,400
x	\$ 80,000
x	\$ 43,600
	\$ -

* 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 -	Year 2 FY -	Year 3 FY -
1	Salary Schedule - Increase(Decrease)	1,347,630		
2	Step and Column - Increase (Decrease) due to movement plus any changes due to settlement		18,214	20,257
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)	425,070	4,371	4,862
5	Health/Welfare Benefits - Increase (Decrease)			
6	Total Compensation	1,772,700	22,586	25,119
7	Total Number of Represented Employees			
8	Total Compensation Average Cost per Employee - Increase (Decrease)	-	-	-

%		
Year 1 FY -	Year 2 FY -	Year 3 FY -
Cost of 1%:	\$	311,000
4.33%	0.00%	0.00%
0.00%	0.06%	0.07%
0.00%	0.00%	0.00%
1.37%	0.01%	0.02%
0.00%	0.00%	0.00%
5.70%	0.07%	0.08%

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

one year MOU for Special Education certificated stipends

10 **Were any additional steps, columns, or ranges added to the schedules?**

YES

NO

If YES, please explain below

11 **Does this bargaining group have a negotiated cap for Health and Welfare benefits?**

YES

NO

If YES, please indicate the cap amount.

\$9,132.60 - \$10,332.60

\$9,132.60 - \$10,332.60

Certificated (Non-Admin)

Classified (Non-Admin)

Confidential/Management/Admin

- 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

Effective 7/1/2022, the salary schedule will increase 5.7% for certificated and unrepresented groups. This is in addition to the 1% previously approved, for a total increase of 6.7% above the 2021-22 salary schedules. Effective 7/1/2022, the salary schedule will increase 4.61% for classified. This is in addition to the 1% previously approved, for a total increase of 5.61% above the 2021-22 salary schedules. Additionally, the classified group will increase the health benefit caps an equivalent of 1.09%.

- 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.

none

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

none

- 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.

Yes, however the deficit will be minimal and the District is projected to not be deficit spending by 2024-25.

- G. Source of funding for proposed agreement.**

Current year:

General funds (LCFF)

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

General funds (LCFF)

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).

n/a

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**

other funds can support the increase

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)	\$	46,837,282
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>	\$	1,405,118

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

a. General Fund budgeted Unrestricted EUR	\$	4,506,458.00
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	\$	4,506,458

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 November 15,2022

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.

Current Year 1: 2022-23

	(Col. 1) Latest Board- approved budget before settlement (as of _Sept 2022_)	(Col. 2) Revisions Necessary as a result of proposed settlement	(Col. 3) Other Revisions	(Col. 4) Total impact on budget (col. 1+2+3)
REVENUES				
LCFF Sources (8010-8099)	35,169,438			35,169,438
Remaining Revenues (8100-8799)	12,795,790			12,795,790
TOTAL REVENUES	47,965,228			47,965,228
EXPENDITURES				
1000 Certificated Salaries	18,082,194	1,002,630		19,084,824
2000 Classified Salaries	7,615,373	345,000		7,960,373
3000 Employee Benefits	10,542,721	425,070		10,967,791
4000 Books and Supplies	2,385,261			2,385,261
5000 Services and Operating Expenses	4,998,493			4,998,493
6000 Capital Outlay	177,239			177,239
7000 Other	1,263,300			1,263,300
TOTAL EXPENDITURES	45,064,582	1,772,700	-	46,837,282
OPERATING SURPLUS (DEFICIT)	2,900,645			1,127,945
Other Sources and Transfers In				-
Other Uses and Transfers Out				-
CURRENT YEAR INCREASE (DECREASE) IN FUND				
BALANCE	2,900,645	-	-	1,127,945
BEGINNING BALANCE	9,974,514			9,974,514
ENDING BALANCE	12,875,160			11,102,460

IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

In accordance with E.C. 42142

Year 2: <u>2023-24</u>				Year 3: <u>2024-25</u>			
(Col. 5) Latest Board- approved MYP before settlement	(Col. 6) Revisions Necessary as a result of proposed settlement	(Col. 7) Other Revisions	(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	(Col. 12) Total impact on budget (col. 9+10+11)
37,476,316			37,476,316	39,165,740			39,165,740
7,209,770			7,209,770	7,182,673			7,182,673
44,686,086			44,686,086	46,348,413			46,348,413
18,274,107	1,013,569		19,287,676	18,476,868	1,025,779		19,502,647
7,783,458	352,275		8,135,734	7,956,243	360,323		8,316,565
10,625,148	415,003		11,040,150	10,683,261	419,864		11,103,125
1,534,095			1,534,095	1,719,674			1,719,674
4,363,598			4,363,598	4,372,632			4,372,632
106,387			106,387	106,387			106,387
1,277,228			1,277,228	1,287,971			1,287,971
43,964,022	1,780,847	-	45,744,869	44,603,037	1,805,966	-	46,409,003
722,065			(1,058,783)	1,745,376			(60,590)
			-				-
			-				-
722,065	-	-	(1,058,783)	1,745,376	-	-	(60,590)
11,102,460			11,102,460	10,043,677			10,043,677
11,824,524			10,043,677	11,789,053			9,983,087

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 _____ Bargaining Unit, during the term of the agreement from _____ to _____.

- ☐ 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

Lisa Donaldson

530-672-4803

Contact Person

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on _____ 11/15/2022, took action to approve the proposed agreement with the Bargaining Unit.

President (or Clerk), Governing Board (Signature)

Date

ITEM#: 7a

DATE: November 15, 2022

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: **AB1200 Disclosure-Classified Employees (CSEA); Tentative Agreement & Salary Schedules for 2022-23;**

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 2022-23 fiscal year. The District and **Classified Employees (CSEA)** have agreed that their salaries shall be increased by a total of 4.61% retroactive to July 1, 2022, and paid within 60 days of Board approval. The parties agree that this 4.61% raise is in addition to the already agreed upon 1% that began on July 1, 2022 for a total 5.61% increase to the 2021-22 salary schedule.

They further agree to Health Employer contribution benefit cap to be increased from \$487 per month to the following tiers:

- Employee only = \$623.24 monthly / \$7,479 annual
- Employee +1 = \$673.24 monthly / \$8,079 annual
- Employee + Family = \$723.24 monthly / \$8,679 annua

The cost to increase the benefit cap is the equivalent to 1.09%.

FISCAL IMPACT:

This will cost the District approximately \$368,800. This amount will be incorporated into the Fiscal Year 2022-23 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 Signature

RUSD Signature

Date: September 30, 2022

TENTATIVE AGREEMENT

Between the

RESCUE UNION SCHOOL DISTRICT

and the

California School Employee Association (CSEA)

Chapter 737

September 30, 2022



The Rescue Union School District and the California School Employee Association (CSEA) Chapter 737 jointly agree to the following:

ARTICLE V: HOURS/WORKING CONDITIONS

5.2 Overtime Rate of Pay / Compensatory Time / Extra-Time

5.2.1 The District will provide compensation at a rate equal to one and one-half (1-1/2) times the regular rate of pay for Association members authorized by the District to perform overtime. Association members must receive authorization from a supervisor prior to performing overtime. Overtime is any time required to be worked in excess of eight (8) hours in any one workday unless the employee is on a longer day flexible schedule. All hours in excess of a forty (40) hour workweek or eight (8) hours per day will be compensated at the overtime rate.

5.2.2 Compensatory time off ("Comp Time") may be earned in lieu of cash compensation for authorized overtime. Comp Time shall be granted at the rate of one and one half (1-1/2) hours for each hour worked. Prior to performing authorized overtime, an election shall be made about whether overtime pay or Comp Time will be earned. If District can only grant Comp Time due to lack of funds, a unit member's election to decline that Comp Time permits District to offer another unit member the opportunity to earn that Comp Time. An Association member may accrue a maximum of 40 earned hours of Comp. Time at any given time. [Note : 40 hours of earned Comp Time equals 26.66 hours of overtime]. Comp Time may be earned at a rate of one hour for each hour worked if the employee's work schedule is less than 8 hours, until the employee works 8 hours. At that point the earned comp time will begin at a rate of one and one half hours for each hour worked over 8 hours.

5.2.3 Unless a modified or flexible schedule would provide otherwise, Association members who work beyond a workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth consecutive day of work

CM
N4
LAD

provided the Association member has worked more than four (4) hours per day. Unless a modified or flexible schedule would provide otherwise, Association members who work on the seventh day of their work week will be compensated at the overtime rate.

5.2.4 For the purpose of computing the number of hours worked, time during which the Association member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leaves of absence shall be considered as time worked by the Association member.

5.2.5 Assignment of overtime shall initially be determined by Site Seniority within class, and then by District Seniority within class. In an emergency the supervisor may offer the overtime without compliance with these criteria.

5.2.6 Extra-Time is defined as additional time outside of the scheduled work day for employees that are less than 8 hours per day, up to 8 hours per day. Time in excess of 8 hours is considered overtime.

5.2.7 The supervisor must have prior approval from the district superintendent or assistant superintendent before offering extra-time or overtime. Unit member must have authorization from supervisor prior to working overtime.

The supervisor shall offer extra-time or overtime to unit members on a site seniority basis by job class, and will continue on a rotational basis, in site seniority order. After making a good faith attempt to contact a unit member, supervisor may skip that unit member and proceed to the next most senior unit member if supervisor is unable to reach the unit member.

If no unit member at the site accepts the extra-time or overtime offer, the supervisor will offer the extra-time or overtime to unit members throughout the district with greatest seniority to least within the same or similar job classification. After making a good faith attempt to contact a unit member, supervisor may skip that unit member and proceed to the next most senior unit member if supervisor is unable to reach the unit member.

Unit member/supervisor shall complete applicable form regarding overtime work. Unit member shall retain a copy. Supervisor shall submit form to District.

5.2.8 As soon as possible after Comp Time is earned, and within the fiscal year in which it was earned, unit member shall take earned Comp Time with prior approval from supervisor and District superintendent. All accrued Comp Time remaining at end of fiscal year [June 30] will be "cashed out" by paying unit member his/her regular rate of pay for accrued Comp Time. In order to request use of Comp Time, a unit member shall submit applicable leave form(s) to

his/her supervisor. Under no circumstances shall Comp Time be permitted to be taken if it would impair District's services or operations

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NH
LAD

5.2.9 In agreeing to work authorized extra-time or overtime and earn overtime pay or Comp Time, unit members agree to comply with these guidelines.

5.2.10 District shall comply with all applicable federal and state laws.

ARTICLE VII: HOLIDAYS

7.1 Holidays

The following shall be the thirteen (13) paid holidays:

4th of July
Labor Day *
Veteran's Day *
Day before Thanksgiving *
Thanksgiving Day *
Day after Thanksgiving (In lieu of Admissions Day) *
Day before Christmas *
Christmas Day *
New Year's Day *
Martin Luther King *
Lincoln's Birthday *
Washington's Birthday *
Memorial Day *

7.2 Additional Holidays

7.2.1 All days appointed by the Governor for a public fast, thanksgiving, or holiday, and all special or limited holidays on which the Governor provides that the schools shall close.

7.2.2 All days appointed by the President as a public fast, thanksgiving, or holiday, unless it is a special or limited holiday.

7.3 Holiday Eligibility

7.3.1 Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

7.3.2 Employees in the bargaining Association who are not normally assigned to duty during the school holidays of December 25, floating holiday, and January 1 shall be paid for those holidays provided that they were in a paid status immediately preceding or succeeding the holiday period. Unit members who are not normally assigned to duty during the school holidays of Thanksgiving break or Winter Break shall be paid for those holidays provided that they were in a paid status immediately preceding or succeeding each holiday period.

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7.3.3 Part time employees who work less than full-time would be eligible for holiday pay under the terms of this Article and receive such holiday pay on a prorated basis.

7.3.4 Unit members that are 10 month employees are entitled to all holidays labeled (*) provided they were employed the working day immediately preceding or succeeding or meet 7.3.2 criteria or should the last day of school be prior to Memorial Day and the unit member worked the last day of school.

Article XV: Health Benefits

The Rescue Union School District Classified Medical Insurance District Contribution Schedule shall be increased to Employee Only: \$623.24, Employee +1: \$673.24, and Employee + Family: \$723.24, tiered monthly.

Effective August 1, 2023, benefits will be calculated on an annual basis. The annual benefit district contributions will be as follows: Employee Only: \$7,479, Employee +1: \$8,079, and Employee + Family: \$8,679, tiered.

This is an estimated cost to the district of \$88,000 which is the equivalent of 1.09% retroactive to July 1, 2022.

ARTICLE XVI: Salary

The Rescue Union School District Classified 2021-22 Salary Schedule (Addendum A) shall be increased by a total of 4.61% retroactive effective July 1, 2022, and paid within 60 days of Board approval. This agreement is only applicable to members who are employed in RUSD as of Board approval. The parties agree that this 4.61% raise is in addition to the already agreed upon 1% that began on July 1, 2022. This agreement settles the 2022-2023 bargaining cycle.



Rescue Union School District Classified Salary Schedule

2022-2023

DRAFT W/4.61% ADDED

ne to each position.

Established Classification (With Duty Days Inc. Holidays):

	1	2	3	4	5	6-10	11-15	16-20	21-25	26+
Yard Supervisor (193)	\$15.50	\$16.27	\$17.08	\$17.93	\$18.83	\$19.77	\$20.76	\$21.80	\$22.89	\$24.03
Lead Garden Coordinator	\$15.50	\$16.27	\$17.08	\$17.93	\$18.83	\$19.77	\$20.76	\$21.80	\$22.89	\$24.03
Food Service Worker (193)	\$16.08	\$16.88	\$17.72	\$18.61	\$19.54	\$20.52	\$21.55	\$22.63	\$23.76	\$24.95
Health Office Aide (193)	\$16.37	\$17.19	\$18.05	\$18.95	\$19.90	\$20.90	\$21.95	\$23.05	\$24.20	\$25.41
Instructional Assistant Special Day Class (193)	\$17.03	\$17.88	\$18.77	\$19.71	\$20.70	\$21.74	\$22.83	\$23.97	\$25.17	\$26.43
Instructional Assistant General Ed (193)	\$17.03	\$17.88	\$18.77	\$19.71	\$20.70	\$21.74	\$22.83	\$23.97	\$25.17	\$26.43
Instructional Assistant Learning Center/RSP (193)	\$17.03	\$17.88	\$18.77	\$19.71	\$20.70	\$21.74	\$22.83	\$23.97	\$25.17	\$26.43
Itinerant Independence Facilitator/ Behavior Support Instructional Assistant (193)	\$17.43	\$18.30	\$19.22	\$20.18	\$21.19	\$22.25	\$23.36	\$24.53	\$25.76	\$27.05
PBIS Intervention Facilitator	\$17.43	\$18.30	\$19.22	\$20.18	\$21.19	\$22.25	\$23.36	\$24.53	\$25.76	\$27.05
Board Approved: (PENDING)	\$17.90	\$18.80	\$19.74	\$20.73	\$21.77	\$22.86	\$24.00	\$25.20	\$26.46	\$27.78
2022-09-30 - add 4.61% to salary schedule										
Food Service Worker II - Cook (198)	\$19.28	\$20.24	\$21.25	\$22.31	\$23.43	\$24.60	\$25.83	\$27.12	\$28.48	\$29.90
Office Clerk (260)	\$17.90	\$18.80	\$19.74	\$20.73	\$21.77	\$22.86	\$24.00	\$25.20	\$26.46	\$27.78
Custodian (260)	\$19.60	\$20.58	\$21.61	\$22.69	\$23.82	\$25.01	\$26.26	\$27.57	\$28.95	\$30.40
Community/School Liaison (193)	\$19.84	\$20.83	\$21.87	\$22.96	\$24.11	\$25.32	\$26.59	\$27.92	\$29.32	\$30.79
Instructional Assistant Bilingual (193)	\$19.84	\$20.83	\$21.87	\$22.96	\$24.11	\$25.32	\$26.59	\$27.92	\$29.32	\$30.79
Library/Media Coordinator (215)	\$19.84	\$20.83	\$21.87	\$22.96	\$24.11	\$25.32	\$26.59	\$27.92	\$29.32	\$30.79
Media Technology Services Clerk (193)	\$19.84	\$20.83	\$21.87	\$22.96	\$24.11	\$25.32	\$26.59	\$27.92	\$29.32	\$30.79
Student Services Secretary (215)	\$19.84	\$20.83	\$21.87	\$22.96	\$24.11	\$25.32	\$26.59	\$27.92	\$29.32	\$30.79
Utility/Maintenance Technician (260)	\$20.28	\$21.29	\$22.35	\$23.47	\$24.64	\$25.87	\$27.16	\$28.52	\$29.95	\$31.45
Bus Driver (192) (Additionally Work 3 8-Hour Days)	\$20.52	\$21.55	\$22.63	\$23.76	\$24.95	\$26.20	\$27.51	\$28.89	\$30.33	\$31.85
Dispatcher/Relief Bus Driver (240)	\$21.34	\$22.41	\$23.53	\$24.71	\$25.95	\$27.25	\$28.61	\$30.04	\$31.54	\$33.12
Lead Custodian (260)	\$21.34	\$22.41	\$23.53	\$24.71	\$25.95	\$27.25	\$28.61	\$30.04	\$31.54	\$33.12
Elementary School Secretary (220)	\$21.34	\$22.41	\$23.53	\$24.71	\$25.95	\$27.25	\$28.61	\$30.04	\$31.54	\$33.12
Middle School Secretary (225)	\$21.34	\$22.41	\$23.53	\$24.71	\$25.95	\$27.25	\$28.61	\$30.04	\$31.54	\$33.12
School Secretary (Pre 2020-21) (240) - CLOSED	\$21.34	\$22.41	\$23.53	\$24.71	\$25.95	\$27.25	\$28.61	\$30.04	\$31.54	\$33.12
Support Services Secretary (240)	\$21.34	\$22.41	\$23.53	\$24.71	\$25.95	\$27.25	\$28.61	\$30.04	\$31.54	\$33.12
Assistant Mechanic (240)	\$21.88	\$22.97	\$24.12	\$25.33	\$26.60	\$27.93	\$29.33	\$30.80	\$32.34	\$33.96
Bus Driver Trainer (240)	\$22.57	\$23.70	\$24.89	\$26.13	\$27.44	\$28.81	\$30.25	\$31.76	\$33.35	\$35.02
Account Technician (260)	\$23.03	\$24.18	\$25.39	\$26.66	\$27.99	\$29.39	\$30.86	\$32.40	\$34.02	\$35.72
Certified Occupational Therapist Aide (193)	\$24.74	\$25.98	\$27.28	\$28.64	\$30.07	\$31.57	\$33.15	\$34.81	\$36.55	\$38.38
Health Office Nurse (RN/LVN) (198)	\$24.74	\$25.98	\$27.28	\$28.64	\$30.07	\$31.57	\$33.15	\$34.81	\$36.55	\$38.38
Lead Maintenance Technician (260)	\$24.74	\$25.98	\$27.28	\$28.64	\$30.07	\$31.57	\$33.15	\$34.81	\$36.55	\$38.38
Nurse (RN/LVN) Instructional Assistant (198)	\$24.74	\$25.98	\$27.28	\$28.64	\$30.07	\$31.57	\$33.15	\$34.81	\$36.55	\$38.38
Technology Support Specialist (260)	\$28.47	\$29.89	\$31.38	\$32.95	\$34.60	\$36.33	\$38.15	\$40.06	\$42.06	\$44.16
Lead Maintenance Technician- HVAC Emphasis (260)	\$28.92	\$30.37	\$31.89	\$33.48	\$35.15	\$36.91	\$38.76	\$40.70	\$42.74	\$44.88
Lead Mechanic (240)	\$30.08	\$31.58	\$33.16	\$34.82	\$36.56	\$38.39	\$40.31	\$42.33	\$44.45	\$46.67
Technology Support Specialist II (260)	\$30.08	\$31.58	\$33.16	\$34.82	\$36.56	\$38.39	\$40.31	\$42.33	\$44.45	\$46.67
Database Support Specialist (260)	\$31.55	\$33.13	\$34.79	\$36.53	\$38.36	\$40.28	\$42.29	\$44.40	\$46.62	\$48.95

Handwritten initials/signature in blue ink.



Rescue Union School District Classified Salary Schedule 2022-2023

Unused
Positions

This schedule is based on hourly rates. A 4.61% PTE is 8 hours a day with duty days (including holidays) next to each position.

DRAFT W/4.61% ADDED
Established Classification (With Duty Days):

	1	2	3	4	5	6-10	11-15	16-20	21-25	26+
Braille Translator (193)	\$19.84	\$20.83	\$21.87	\$22.96	\$24.11	\$25.32	\$26.59	\$27.92	\$29.32	\$30.79
Instructional Assistant Computer Lab (193)	\$19.84	\$20.83	\$21.87	\$22.96	\$24.11	\$25.32	\$26.59	\$27.92	\$29.32	\$30.79
Sign Language Interpreter (193)	\$19.84	\$20.83	\$21.87	\$22.96	\$24.11	\$25.32	\$26.59	\$27.92	\$29.32	\$30.79
Warehouse Person (240)	\$20.28	\$21.29	\$22.35	\$23.47	\$24.64	\$25.87	\$27.16	\$28.52	\$29.95	\$31.45
Accounts Payable Clerk (260)	\$23.03	\$24.18	\$25.39	\$26.66	\$27.99	\$29.39	\$30.86	\$32.40	\$34.02	\$35.72
Mechanic (240)	\$26.16	\$27.47	\$28.84	\$30.28	\$31.79	\$33.38	\$35.05	\$36.80	\$38.64	\$40.57
Accountant (260)	\$28.47	\$29.89	\$31.38	\$32.95	\$34.60	\$36.33	\$38.15	\$40.06	\$42.06	\$44.16

Board Approved: (PENDING)

2022-09-30 - add 4.61% to salary schedule and increase benefit cap to tiers

2022-08-09 ADD TECHNOLOGY SUPPORT SPECIALIST II, GARDEN COORDINATOR, AND PBIS INTERVENTION FACILITATOR

Board Approved: 03-08-2022

2022-03-05 - add'l 2.53% added to 1% increase effect 07/07/2021

Board Approved: 05-25-2021

2021-05-25 - Yard Supervisor/Food Service Worker positions with steps under \$15.00 were increased to meet minimum wage requirements for 2022. These steps will be held at the same rate until any salary schedule increases are allocated that would allow for the original rate to increase over the minimum wage. - Effective 07/01/2021

2021-05-25 - Lead Mechanic added.

2021-05-25 - Mechanic position moved to page 2

2021-05-25 - 1.00% salary increase - Board Approved Eff 07/01/2021

2021-05-25 - 1.00% salary increase - Board Approved Eff 07/01/2022 (Two-Year Settlement)



Rescue Union School District

Classified Salary Schedule

2022-2023

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

Established Classification (With Duty Days inc. Holidays):	Step:									
	1	2	3	4	5	6-10	11-15	16-20	21-25	26+
Yard Supervisor (193)	\$15.50	\$16.27	\$17.08	\$17.93	\$18.83	\$19.77	\$20.76	\$21.80	\$22.89	\$24.03
Lead Garden Coordinator (193)	\$15.50	\$16.27	\$17.08	\$17.93	\$18.83	\$19.77	\$20.76	\$21.80	\$22.89	\$24.03
Food Service Worker (193)	\$16.08	\$16.88	\$17.72	\$18.61	\$19.54	\$20.52	\$21.55	\$22.63	\$23.76	\$24.95
Health Office Aide (193)	\$16.37	\$17.19	\$18.05	\$18.95	\$19.90	\$20.90	\$21.95	\$23.05	\$24.20	\$25.41
Instructional Assistant Special Day Class (193)	\$17.03	\$17.88	\$18.77	\$19.71	\$20.70	\$21.74	\$22.83	\$23.97	\$25.17	\$26.43
Instructional Assistant General Ed (193)	\$17.03	\$17.88	\$18.77	\$19.71	\$20.70	\$21.74	\$22.83	\$23.97	\$25.17	\$26.43
Instructional Assistant Learning Center/RSP (193)	\$17.03	\$17.88	\$18.77	\$19.71	\$20.70	\$21.74	\$22.83	\$23.97	\$25.17	\$26.43
Itinerant Independence Facilitator (193)	\$17.43	\$18.30	\$19.22	\$20.18	\$21.19	\$22.25	\$23.36	\$24.53	\$25.76	\$27.05
Behavior Support Instructional Assistant (193)	\$17.43	\$18.30	\$19.22	\$20.18	\$21.19	\$22.25	\$23.36	\$24.53	\$25.76	\$27.05
PBIS Intervention Facilitator (193)	\$17.43	\$18.30	\$19.22	\$20.18	\$21.19	\$22.25	\$23.36	\$24.53	\$25.76	\$27.05
Instructional Assistant Special Health Care Services (193)	\$17.90	\$18.80	\$19.74	\$20.73	\$21.77	\$22.86	\$24.00	\$25.20	\$26.46	\$27.78
Office Clerk (260)	\$17.90	\$18.80	\$19.74	\$20.73	\$21.77	\$22.86	\$24.00	\$25.20	\$26.46	\$27.78
Food Service Worker II - Cook (198)	\$19.28	\$20.24	\$21.25	\$22.31	\$23.43	\$24.60	\$25.83	\$27.12	\$28.48	\$29.90
Office Clerk (260)	\$17.90	\$18.80	\$19.74	\$20.73	\$21.77	\$22.86	\$24.00	\$25.20	\$26.46	\$27.78
Custodian (260)	\$19.60	\$20.58	\$21.61	\$22.69	\$23.82	\$25.01	\$26.26	\$27.57	\$28.95	\$30.40
Community/School Liaison (193)	\$19.84	\$20.83	\$21.87	\$22.96	\$24.11	\$25.32	\$26.59	\$27.92	\$29.32	\$30.79
Instructional Assistant Bilingual (193)	\$19.84	\$20.83	\$21.87	\$22.96	\$24.11	\$25.32	\$26.59	\$27.92	\$29.32	\$30.79
Library/Media Coordinator (215)	\$19.84	\$20.83	\$21.87	\$22.96	\$24.11	\$25.32	\$26.59	\$27.92	\$29.32	\$30.79
Media Technology Services Clerk (193)	\$19.84	\$20.83	\$21.87	\$22.96	\$24.11	\$25.32	\$26.59	\$27.92	\$29.32	\$30.79
Student Services Secretary (215)	\$19.84	\$20.83	\$21.87	\$22.96	\$24.11	\$25.32	\$26.59	\$27.92	\$29.32	\$30.79
Utility/Maintenance Technician (260)	\$20.28	\$21.29	\$22.35	\$23.47	\$24.64	\$25.87	\$27.16	\$28.52	\$29.95	\$31.45
Bus Driver (192) <i>(Additionally Work 3 8-Hour Days)</i>	\$20.52	\$21.55	\$22.63	\$23.76	\$24.95	\$26.20	\$27.51	\$28.89	\$30.33	\$31.85
Dispatcher/Relief Bus Driver (240)	\$21.34	\$22.41	\$23.53	\$24.71	\$25.95	\$27.25	\$28.61	\$30.04	\$31.54	\$33.12
Lead Custodian (260)	\$21.34	\$22.41	\$23.53	\$24.71	\$25.95	\$27.25	\$28.61	\$30.04	\$31.54	\$33.12
Elementary School Secretary (220)	\$21.34	\$22.41	\$23.53	\$24.71	\$25.95	\$27.25	\$28.61	\$30.04	\$31.54	\$33.12
Middle School Secretary (225)	\$21.34	\$22.41	\$23.53	\$24.71	\$25.95	\$27.25	\$28.61	\$30.04	\$31.54	\$33.12
School Secretary <i>(Pre 2020-21) (240) - CLOSED</i>	\$21.34	\$22.41	\$23.53	\$24.71	\$25.95	\$27.25	\$28.61	\$30.04	\$31.54	\$33.12
Support Services Secretary (240)	\$21.34	\$22.41	\$23.53	\$24.71	\$25.95	\$27.25	\$28.61	\$30.04	\$31.54	\$33.12
Assistant Mechanic (240)	\$21.88	\$22.97	\$24.12	\$25.33	\$26.60	\$27.93	\$29.33	\$30.80	\$32.34	\$33.96
Bus Driver Trainer (240)	\$22.57	\$23.70	\$24.89	\$26.13	\$27.44	\$28.81	\$30.25	\$31.76	\$33.35	\$35.02
Account Technician (260)	\$23.03	\$24.18	\$25.39	\$26.66	\$27.99	\$29.39	\$30.86	\$32.40	\$34.02	\$35.72
Certified Occupational Therapist Aide (193)	\$24.74	\$25.98	\$27.28	\$28.64	\$30.07	\$31.57	\$33.15	\$34.81	\$36.55	\$38.38
Health Office Nurse (RN/LVN) (198)	\$24.74	\$25.98	\$27.28	\$28.64	\$30.07	\$31.57	\$33.15	\$34.81	\$36.55	\$38.38
Lead Maintenance Technician (260)	\$24.74	\$25.98	\$27.28	\$28.64	\$30.07	\$31.57	\$33.15	\$34.81	\$36.55	\$38.38
Nurse (RN/LVN) Instructional Assistant (198)	\$24.74	\$25.98	\$27.28	\$28.64	\$30.07	\$31.57	\$33.15	\$34.81	\$36.55	\$38.38
Lead Maintenance Technician- HVAC Emphasis (260)	\$28.92	\$30.37	\$31.89	\$33.48	\$35.15	\$36.91	\$38.76	\$40.70	\$42.74	\$44.88
Lead Mechanic (240)	\$30.08	\$31.58	\$33.16	\$34.82	\$36.56	\$38.39	\$40.31	\$42.33	\$44.45	\$46.67
Technology Support Specialist II (260)	\$30.08	\$31.58	\$33.16	\$34.82	\$36.56	\$38.39	\$40.31	\$42.33	\$44.45	\$46.67
Database Support Specialist (260)	\$31.55	\$33.13	\$34.79	\$36.53	\$38.36	\$40.28	\$42.29	\$44.40	\$46.62	\$48.95



Rescue Union School District Classified Salary Schedule 2022-2023

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	7	8	9	11-15	16-20	21-25	26+
Braille Translator (193)	\$19.84	\$20.83	\$21.87	\$22.96	\$24.11	\$25.32	\$25.32	\$25.32	\$25.32	\$26.59	\$27.92	\$29.32	\$30.79
Instructional Assistant Computer Lab (193)	\$19.84	\$20.83	\$21.87	\$22.96	\$24.11	\$25.32	\$25.32	\$25.32	\$25.32	\$26.59	\$27.92	\$29.32	\$30.79
Sign Language Interpreter (193)	\$19.84	\$20.83	\$21.87	\$22.96	\$24.11	\$25.32	\$25.32	\$25.32	\$25.32	\$26.59	\$27.92	\$29.32	\$30.79
Warehouse Person (240)	\$20.28	\$21.29	\$22.35	\$23.47	\$24.64	\$25.87	\$25.87	\$25.87	\$25.87	\$27.16	\$28.52	\$29.95	\$31.45
Accounts Payable Clerk (260)	\$23.03	\$24.18	\$25.39	\$26.66	\$27.99	\$29.39	\$29.39	\$29.39	\$29.39	\$30.86	\$32.40	\$34.02	\$35.72
Mechanic (240)	\$26.16	\$27.47	\$28.84	\$30.28	\$31.79	\$33.38	\$33.38	\$33.38	\$33.38	\$35.05	\$36.80	\$38.64	\$40.57
Accountant (260)	\$28.47	\$29.89	\$31.38	\$32.95	\$34.60	\$36.33	\$36.33	\$36.33	\$36.33	\$38.15	\$40.06	\$42.06	\$44.16
Technology Support Specialist (260)	\$28.47	\$29.89	\$31.38	\$32.95	\$34.60	\$36.33	\$36.33	\$36.33	\$36.33	\$38.15	\$40.06	\$42.06	\$44.16

Board Approved: (PENDING)

2022-09-30 - add 4.61% to 2021-22 salary schedule for a total 5.61% and increase benefit cap to tiers. Effective 7/1/2022
(see 1% increase approved 5/25/2021)

Board Approved:

2022.08-09 ADD TECHNOLOGY SUPPORT SPECIALIST II, GARDEN COORDINATOR, AND PBIS INTERVENTION FACILITATOR

Board Approved: 03-08-2022

2022.03.05 - add'l 2.53% added to 1% increase effect 07/07/2021

Board Approved: 05-25-2021

2021.05.25 - Yard Supervisor/Food Service Worker positions with steps under \$15.00 were increased to meet minimum wage requirements for 2022. These steps will be held at the same rate until any salary schedule increases are allocated that would allow for the original rate to increase over the minimum wage. - Effective 07/01/2021

2021.05.25 - Lead Mechanic added.

2021.05.25 - Mechanic position moved to page 2

2021.05.25 - 1.00% salary increase - Board Approved Eff 07/01/2021

2021.05.25 - 1.00% salary increase - Board Approved Eff 07/01/2022 (Two-Year Settlement)

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 Union School District

The proposed agreement is a 1 year agreement that covers the period beginning 07/01/2022 and will be acted upon by the Governing Board at its meeting on March 8, 2022. The General Fund is impacted as follows. Impact on other funds is addressed in the narrative.

Bargaining Unit Group
(Please use separate disclosure for each group)

Certificated
 Classified
 Confidential/Management
 Other

Check one by marking with "x"	Cost of 1% *
x	\$ 187,400
x	\$ 80,000
x	\$ 43,600
	\$ -

* 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 -	Year 2 FY -	Year 3 FY -
1	Salary Schedule - Increase(Decrease)	1,347,630		
2	Step and Column - Increase (Decrease) due to movement plus any changes due to settlement		18,214	20,257
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)	425,070	4,371	4,862
5	Health/Welfare Benefits - Increase (Decrease)			
6	Total Compensation	1,772,700	22,586	25,119
7	Total Number of Represented Employees			
8	Total Compensation Average Cost per Employee - Increase (Decrease)	-	-	-

%		
Year 1 FY -	Year 2 FY -	Year 3 FY -
Cost of 1%:	\$	311,000
4.33%	0.00%	0.00%
0.00%	0.06%	0.07%
0.00%	0.00%	0.00%
1.37%	0.01%	0.02%
0.00%	0.00%	0.00%
5.70%	0.07%	0.08%

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

one year MOU for Special Education certificated stipends

10 **Were any additional steps, columns, or ranges added to the schedules?**

YES

NO

If YES, please explain below

11 **Does this bargaining group have a negotiated cap for Health and Welfare benefits?**

YES

NO

If YES, please indicate the cap amount.

\$9,132.60 - \$10,332.60

\$9,132.60 - \$10,332.60

Certificated (Non-Admin)

Classified (Non-Admin)

- 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

Effective 7/1/2022, the salary schedule will increase 5.7% for certificated and unrepresented groups. This is in addition to the 1% previously approved, for a total increase of 6.7% above the 2021-22 salary schedules. Effective 7/1/2022, the salary schedule will increase 4.61% for classified. This is in addition to the 1% previously approved, for a total increase of 5.61% above the 2021-22 salary schedules. Additionally, the classified group will increase the health benefit caps an equivalent of 1.09%.

- 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.

none

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

none

- 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.

Yes, however the deficit will be minimal and the District is projected to not be deficit spending by 2024-25.

- G. Source of funding for proposed agreement.**

Current year:

General funds (LCFF)

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

General funds (LCFF)

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).

n/a

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**

other funds can support the increase

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)	\$	46,837,282
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>	\$	1,405,118

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

a. General Fund budgeted Unrestricted EUR	\$	4,506,458.00
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	\$	4,506,458

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 November 15,2022

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.

Current Year 1: 2022-23

	(Col. 1) Latest Board- approved budget before settlement (as of _Sept 2022_)	(Col. 2) Revisions Necessary as a result of proposed settlement	(Col. 3) Other Revisions	(Col. 4) Total impact on budget (col. 1+2+3)
REVENUES				
LCFF Sources (8010-8099)	35,169,438			35,169,438
Remaining Revenues (8100-8799)	12,795,790			12,795,790
TOTAL REVENUES	47,965,228			47,965,228
EXPENDITURES				
1000 Certificated Salaries	18,082,194	1,002,630		19,084,824
2000 Classified Salaries	7,615,373	345,000		7,960,373
3000 Employee Benefits	10,542,721	425,070		10,967,791
4000 Books and Supplies	2,385,261			2,385,261
5000 Services and Operating Expenses	4,998,493			4,998,493
6000 Capital Outlay	177,239			177,239
7000 Other	1,263,300			1,263,300
TOTAL EXPENDITURES	45,064,582	1,772,700	-	46,837,282
OPERATING SURPLUS (DEFICIT)	2,900,645			1,127,945
Other Sources and Transfers In				-
Other Uses and Transfers Out				-
CURRENT YEAR INCREASE (DECREASE) IN FUND				
BALANCE	2,900,645	-	-	1,127,945
BEGINNING BALANCE	9,974,514			9,974,514
ENDING BALANCE	12,875,160			11,102,460

IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

In accordance with E.C. 42142

Year 2: <u>2023-24</u>				Year 3: <u>2024-25</u>			
(Col. 5) Latest Board- approved MYP before settlement	(Col. 6) Revisions Necessary as a result of proposed settlement	(Col. 7) Other Revisions	(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	(Col. 12) Total impact on budget (col. 9+10+11)
37,476,316			37,476,316	39,165,740			39,165,740
7,209,770			7,209,770	7,182,673			7,182,673
44,686,086			44,686,086	46,348,413			46,348,413
18,274,107	1,013,569		19,287,676	18,476,868	1,025,779		19,502,647
7,783,458	352,275		8,135,734	7,956,243	360,323		8,316,565
10,625,148	415,003		11,040,150	10,683,261	419,864		11,103,125
1,534,095			1,534,095	1,719,674			1,719,674
4,363,598			4,363,598	4,372,632			4,372,632
106,387			106,387	106,387			106,387
1,277,228			1,277,228	1,287,971			1,287,971
43,964,022	1,780,847	-	45,744,869	44,603,037	1,805,966	-	46,409,003
722,065			(1,058,783)	1,745,376			(60,590)
			-				-
			-				-
722,065	-	-	(1,058,783)	1,745,376	-	-	(60,590)
11,102,460			11,102,460	10,043,677			10,043,677
11,824,524			10,043,677	11,789,053			9,983,087

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 _____ Bargaining Unit, during the term of the agreement from _____ to _____.

- ☐ 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

Lisa Donaldson

530-672-4803

Contact Person

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on _____ 11/15/2022, took action to approve the proposed agreement with the Bargaining Unit.

President (or Clerk), Governing Board (Signature)

Date

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: **AB1200 Disclosure-Confidential / Management / Administration Employees (Unrepresented) including the Assistant Superintendents and Superintendent for 2022-23**

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 the Assistant Superintendents and Superintendent** for the 2022-23 fiscal year.

The District and **Confidential/ Management/ Administration Employees (Unrepresented) including the Assistant Superintendents and Superintendent** have agreed that their salaries shall be increased by a total of 5.7% retroactive to July 1, 2022, and paid within 60 days of Board approval. This is the exact same percentage increase all other Rescue Unions School District employees are receiving. The parties agree that this 5.7% raise is in addition to the already agreed upon 1% that began on July 1, 2022 for a total 6.7% increase to the 2021-22 salary schedule.

FISCAL IMPACT:

This will cost the District approximately \$248,500. This amount will be incorporated into the Fiscal Year 2022-23 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 agreement with the **Confidential/ Management/ Administration Employees (Unrepresented) including the Assistant Superintendents** of the Rescue Union School District and the AB1200 Disclosure.



Rescue Union School District Confidential Salary Schedule 2022-2023

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

Classification	Step:	1	2	3	4	5	6	7	8-10	11-15	16-20	21-25
12 Month												
Fiscal Analyst		5,484	5,758	6,046	6,348	6,665	6,998	7,348	7,715	8,101	8,506	8,931
<i>(Hourly Rate)</i>		31.64	33.22	34.88	36.62	38.45	40.37	42.39	44.51	46.74	49.07	51.53
12 Month												
Administrative Assistant		4,985	5,234	5,496	5,771	6,060	6,363	6,681	7,015	7,366	7,734	8,121
<i>(Hourly Rate)</i>		28.76	30.20	31.71	33.29	34.96	36.71	38.54	40.47	42.50	44.62	46.85
12 Month												
Budget Technician		4,985	5,234	5,496	5,771	6,060	6,363	6,681	7,015	7,366	7,734	8,121
<i>(Hourly Rate)</i>		28.76	30.20	31.71	33.29	34.96	36.71	38.54	40.47	42.50	44.62	46.85
12 Month												
Human Resources Technician		4,616	4,847	5,089	5,343	5,610	5,891	6,186	6,495	6,820	7,161	7,519
<i>(Hourly Rate)</i>		26.63	27.96	29.36	30.83	32.37	33.99	35.69	37.47	39.35	41.31	43.38
12 Month												
Payroll Technician		4,396	4,616	4,847	5,089	5,343	5,610	5,891	6,186	6,495	6,820	7,161
<i>(Hourly Rate)</i>		25.36	26.63	27.96	29.36	30.83	32.37	33.99	35.69	37.47	39.35	41.31
12 Month												
Payroll Clerk		4,034	4,236	4,448	4,670	4,904	5,149	5,406	5,676	5,960	6,258	6,571
Human Resources Clerk		23.27	24.44	25.66	26.94	28.29	29.71	31.19	32.75	34.38	36.10	37.91
<i>(Hourly Rate)</i>												
12 Month												
District Office Secretary		4,034	4,236	4,448	4,670	4,904	5,149	5,406	5,676	5,960	6,258	6,571
<i>(Hourly Rate)</i>		23.27	24.44	25.66	26.94	28.29	29.71	31.19	32.75	34.38	36.10	37.91
12 Month												
Receptionist		2,978	3,127	3,283	3,447	3,619	3,800	3,990	4,190	4,400	4,620	4,851
<i>(Hourly Rate)</i>		17.18	18.04	18.94	19.89	20.88	21.92	23.02	24.17	25.38	26.65	27.99

pending Board Approval 11.15.2022

5.7% added to 1% increase, effective 7-1-2022 (total 6.7% increase to 2021-22 sal sched)

Board Adopted:

2022.03.08

Effective July 1, 2021 (add'l 2.53% for a total 3.53% Increase)

2021.05.25

Effective July 1, 2021 (1.0% Increase)

2021.11.09

Effective July 1, 2021 increase Personnel Technician 5%

2021.05.25

Effective July 1, 2022 (1.0% Increase)



Rescue Union School District
Administrators Salary Schedule

2022 - 2023

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

Revised 11/15/2022

Established Classification	Work Days	Step:									
		1	2	3	4	5	6	7	8	9	10
Superintendent	222	216,611									
Assistant Superintendent - Curriculum & Instruction - Certificated	222	121,887	124,933	128,057	131,258	134,540	137,903	141,351	144,885	148,508	152,219
Curriculum & Instruction Director	222	115,841	118,737	121,705	124,747	127,866	131,063	134,340	137,698	141,141	144,669
Special Ed./Student Services Director	210	114,005	116,844	119,683	122,741	125,798	128,856	132,132	135,408	138,902	142,397
Middle School Principal - Traditional	210	109,560	112,299	115,106	117,984	120,933	123,957	127,055	130,233	133,488	136,825
Elementary Principal - Traditional	210	108,120	110,823	113,594	116,434	119,345	122,328	125,386	128,521	131,734	135,028
Special Programs Director Coordinator of MTSS & Special Programs Coordinator of Special Education	210	105,104	107,732	110,425	113,186	116,016	118,916	121,889	124,936	128,060	131,261
Vice Principal - Traditional EL Program Coordinator	210	102,093	104,646	107,262	109,943	112,691	115,509	118,396	121,356	124,391	127,500
Psychologist	194	89,704	91,946	94,245	96,601	99,015	101,491	104,028	106,629	109,295	112,028
Administrative Intern	184	86,402	88,562	90,776	93,046	95,372	97,756	100,200	102,705	105,273	107,904

Board Approved: pending 11/15/2022

5.7% added to 1% increase, effective 7-1-2022 (total 6.7% increase to 2021-22 sal sched)

Board Approved: 09-13-2022

Added Coordinator of Special Education

Board Approved: 03-08-2022

2.53% added to 1% increase, effect 7-1-2021 (total 3.53% increase to 2020-21 sal sched)
increase Special Ed./Student Services Director 4% effective 2021-22

Board approved: 01-25-2022

Moved SpEd/Std Svcs Dir to 210 day schedule. Added Daily Rates

Board Approved: 06-08-21

1% salary increase, effect. 7-1-21/ 2 YR AGREEMENT 1% salary increase effective 7-1-22 / Special Programs Director Added / C&I and SpEd Director Postions changed to 222 duty days, Superintendent Contract Updated



**Rescue Union School District
Classified Management Salary Schedule
2022-2023**

Revised 11/15/2022

Established Classification	Work Days	Step:											
		1	2	3	4	5	6	7	8	9	10	11-15	16-20
Assistant Superintendent-	222	121,887	124,934	128,057	131,258	134,539	137,902	141,350	144,884	148,506	152,219	159,830	167,822
Chief Business & Operations Official	225	110,806	113,576	116,415	119,325	122,308	125,366	128,500	131,713	135,006	138,381	145,300	152,565
Director of Human Resources Media/Technology Director	225	96,609	99,024	101,500	104,038	106,639	109,305	112,038	114,839	117,710	120,653	126,686	133,020
Facilities Director Food Services Director (2 Districts RUSD & BUSD) Information Technology Director Human Resources Coordinator Transportation Director	225	78,430	80,391	82,401	84,461	86,573	88,737	90,955	93,229	95,560	97,949	102,846	107,988
Behaviorist Occupational Therapist	185	72,716	74,534	76,397	78,307	80,265	82,272	84,329	86,437	88,598	90,813	95,354	100,122
Food Services Director	225	72,716	74,534	76,397	78,307	80,265	82,272	84,329	86,437	88,598	90,813	95,354	100,122
Maintenance & Operations Coordinator	225	67,837	69,533	71,271	73,053	74,879	76,751	78,670	80,637	82,653	84,719	88,955	93,403
Custodial Supervisor	225	63,419	65,004	66,629	68,295	70,002	71,752	73,546	75,385	77,270	79,202	83,162	87,320

Board Approved: pending 11/15/2022

Board Approved: 2022-03-08

Board Approved: 2021.05.25

Board Approved: 2020.06.09

5.7% added to 1% increase, effective 7-1-2022 (total 6.7% increase to 2021-22 sal sched)

Add'l 2.53% for a total 3.53% increase effective 7-1-2021

1% salary increase, effective 7-1-21 / 2 YR AGREEMENT, 1% salary increase effective 7-1-22

Moved Facilities/ HR/Media-Tech Directors and CBOO positions to lower level. Renamed IT Manager to Director

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 Union School District

The proposed agreement is a 1 year agreement that covers the period beginning 07/01/2022 and will be acted upon by the Governing Board at its meeting on March 8, 2022. The General Fund is impacted as follows. Impact on other funds is addressed in the narrative.

Bargaining Unit Group

(Please use separate disclosure for each group)

Certificated

Classified

Confidential/Management

Other

Check one by marking with "x"	Cost of 1% *
x	\$ 187,400
x	\$ 80,000
x	\$ 43,600
	\$ -

* 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 -	Year 2 FY -	Year 3 FY -
1	Salary Schedule - Increase(Decrease)	1,347,630		
2	Step and Column - Increase (Decrease) due to movement plus any changes due to settlement		18,214	20,257
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)	425,070	4,371	4,862
5	Health/Welfare Benefits - Increase (Decrease)			
6	Total Compensation	1,772,700	22,586	25,119
7	Total Number of Represented Employees			
8	Total Compensation Average Cost per Employee - Increase (Decrease)	-	-	-

%		
Year 1 FY -	Year 2 FY -	Year 3 FY -
Cost of 1%:	\$	311,000
4.33%	0.00%	0.00%
0.00%	0.06%	0.07%
0.00%	0.00%	0.00%
1.37%	0.01%	0.02%
0.00%	0.00%	0.00%
5.70%	0.07%	0.08%

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

one year MOU for Special Education certificated stipends

- 10 **Were any additional steps, columns, or ranges added to the schedules?**

YES

NO

If YES, please explain below

- 11 **Does this bargaining group have a negotiated cap for Health and Welfare benefits?**

YES

NO

If YES, please indicate the cap amount.

\$9,132.60 - \$10,332.60

\$9,132.60 - \$10,332.60

Certificated (Non-Admin)

Classified (Non-Admin)

Confidential/Management/Admin

- 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

Effective 7/1/2022, the salary schedule will increase 5.7% for certificated and unrepresented groups. This is in addition to the 1% previously approved, for a total increase of 6.7% above the 2021-22 salary schedules. Effective 7/1/2022, the salary schedule will increase 4.61% for classified. This is in addition to the 1% previously approved, for a total increase of 5.61% above the 2021-22 salary schedules. Additionally, the classified group will increase the health benefit caps an equivalent of 1.09%.

- 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.

none

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

none

- 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.

Yes, however the deficit will be minimal and the District is projected to not be deficit spending by 2024-25.

- G. Source of funding for proposed agreement.**

Current year:

General funds (LCFF)

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

General funds (LCFF)

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).

n/a

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**

other funds can support the increase

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)	\$	46,837,282
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>	\$	1,405,118

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

a. General Fund budgeted Unrestricted EUR	\$	4,506,458.00
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	\$	4,506,458

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 November 15,2022

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.

Current Year 1: 2022-23

	(Col. 1) Latest Board- approved budget before settlement (as of _Sept 2022_)	(Col. 2) Revisions Necessary as a result of proposed settlement	(Col. 3) Other Revisions	(Col. 4) Total impact on budget (col. 1+2+3)
REVENUES				
LCFF Sources (8010-8099)	35,169,438			35,169,438
Remaining Revenues (8100-8799)	12,795,790			12,795,790
TOTAL REVENUES	47,965,228			47,965,228
EXPENDITURES				
1000 Certificated Salaries	18,082,194	1,002,630		19,084,824
2000 Classified Salaries	7,615,373	345,000		7,960,373
3000 Employee Benefits	10,542,721	425,070		10,967,791
4000 Books and Supplies	2,385,261			2,385,261
5000 Services and Operating Expenses	4,998,493			4,998,493
6000 Capital Outlay	177,239			177,239
7000 Other	1,263,300			1,263,300
TOTAL EXPENDITURES	45,064,582	1,772,700	-	46,837,282
OPERATING SURPLUS (DEFICIT)	2,900,645			1,127,945
Other Sources and Transfers In				-
Other Uses and Transfers Out				-
CURRENT YEAR INCREASE (DECREASE) IN FUND				
BALANCE	2,900,645	-	-	1,127,945
BEGINNING BALANCE	9,974,514			9,974,514
ENDING BALANCE	12,875,160			11,102,460

IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

In accordance with E.C. 42142

Year 2: <u>2023-24</u>				Year 3: <u>2024-25</u>			
(Col. 5) Latest Board- approved MYP before settlement	(Col. 6) Revisions Necessary as a result of proposed settlement	(Col. 7) Other Revisions	(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	(Col. 12) Total impact on budget (col. 9+10+11)
37,476,316			37,476,316	39,165,740			39,165,740
7,209,770			7,209,770	7,182,673			7,182,673
44,686,086			44,686,086	46,348,413			46,348,413
18,274,107	1,013,569		19,287,676	18,476,868	1,025,779		19,502,647
7,783,458	352,275		8,135,734	7,956,243	360,323		8,316,565
10,625,148	415,003		11,040,150	10,683,261	419,864		11,103,125
1,534,095			1,534,095	1,719,674			1,719,674
4,363,598			4,363,598	4,372,632			4,372,632
106,387			106,387	106,387			106,387
1,277,228			1,277,228	1,287,971			1,287,971
43,964,022	1,780,847	-	45,744,869	44,603,037	1,805,966	-	46,409,003
722,065			(1,058,783)	1,745,376			(60,590)
			-				-
			-				-
722,065	-	-	(1,058,783)	1,745,376	-	-	(60,590)
11,102,460			11,102,460	10,043,677			10,043,677
11,824,524			10,043,677	11,789,053			9,983,087

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 _____ Bargaining Unit, during the term of the agreement from _____ to _____.

- ☐ 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

Lisa Donaldson

530-672-4803

Contact Person

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on _____ 11/15/2022, took action to approve the proposed agreement with the Bargaining Unit.

President (or Clerk), Governing Board (Signature)

Date