

Redding School of the Arts

California Nonprofit Benefit Corporation Board Meeting Agenda Posted Friday, April 8, 2022

Date: Tuesday, April 19, 2022

Location: 955 Inspiration Place, Redding

Room 21

Open Session 5:45pm

ZOOM Information

Meeting ID: 898 0011 6299

Passcode: kJB3iD

Zoom Link: https://us02web.zoom.us/j/89800116299?pwd=WjQxNFNXU1ZPeWxNOFVPN0R6blA1QT09

Dial by your location

- +1 669 900 6833 US (San Jose)
- +1 346 248 7799 US (Houston)
- +1 253 215 8782 US (Tacoma)
- +1 312 626 6799 US (Chicago)

Meeting called to order by Presiding Officer

- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)

Meeting ID: 898 0011 6299

Passcode: 433368

Join Zoom Meeting Protocols

To join the Zoom meeting, from your computer, follow this link or type this into your browser:

https://us02web.zoom.us/j/89800116299?pwd=WjOxNFNXU1ZPeWxNOFVPN0R6blA1OT09

Follow all prompts to run the Zoom software. We recommend you begin this process at least 15 minutes prior to the start of the Board meeting. Once you have successfully joined the meeting, you will be in the waiting room until the meeting begins.

The Rules for Conduct remain intact. If, after reviewing the agenda, you have any questions or comments, you may email your questions/concerns to rsartsboardmembers@gmail.com. Your email will be reviewed by the Governing Board as part of the board correspondence.

If during the meeting you wish to comment, you will need to raise your hand and wait to be recognized. At that time, your microphone will be unmuted and you will be permitted to address the Board.

Roll Call/Establish Quorum:		
Jean Hatch, President Lisa Stewart, Treasurer Andrew McCurdy, Community Member	 Heather Wright, Vice President Jonathan Sheldon, Secretary Daria O'Brian, Community Member	_ _ _
Additional Non-Voting Participants:	 	
Lane Carlson, Executive Director	Margaret Johnson, Outgoing Executive Director	
Carol Wahl, Principal	 Wendy Sanders, Special Ed Director	
Sophia Zaniroli, Staff Liaison	 Business Service Provider	

Presentations:	(10 Min)
 RSA Library Development – Bridgette Jacobsen 	
Director Report:	(5 Min)
Principal Report:	(5 Min)
Staff Liaison Report:	(5 Min)
Governing Board Report:	(10 Min)
Governing Board Correspondence:	(5 Min)

Public Forum:

Hearing of persons desiring to address the Board on a subject NOT covered in this agenda. NOTE: 1) Individual speakers will be allowed three (3) minutes to address the Board. The Board President may further limit the speaking time allowed in order to facilitate the progress of the meeting. 2) Complaints presented to the Board must not involve specific reference to employees. Citizens should contact the Director for complaint procedures regarding employees. 3) A charter school cannot take action on a matter that has not been placed on the official agenda. (G.C. 54954.2).

CONSENT AGENDA

Items listed under the Consent Agenda are considered to be routine and are acted on by the Governing Board in one motion. There is no discussion of these items before the Board vote unless a member of the Board, staff, or public requests specific items be discussed and/or removed from the Consent Agenda. It is understood that Administration recommends approval of all Consent Agenda items as listed. Each item on the Consent Agenda approved by the Board shall be deemed to have been considered in full and adopted as recommended.

- 1.1 Approve 3/1/2022 & 3/8/2022 Board Minutes
- 1.2 Approve March 2022 Warrants
- 1.3 Approve 2022/23 SUHSD Technology & Cloud Management Agreements Annual
- 1.4 Approve 2022 Northern California Confucius Classroom (N4CO) Agreement
- 1.5 Approve 2022/23 K-8 Personnel Calendars
 - 1.5.1 2022/23 Business/Payroll Calendar
 - 1.5.2 2022/23 K-8 Certificated Calendar
 - 1.5.3 2022/23 Vice Principal Calendar
 - 1.5.4 2022/23 Principal Calendar
 - 1.5.5 2022/23 Executive Director Calendar
 - 1.5.6 2022/23 Facilities/IT Tech Calendar
 - 1.5.7 2022/23 Facilities (Part-Time) Calendar
 - 1.5.8 2022/23 Facilities (Weekend) Calendar
 - 1.5.9 2022/23 Mandarin Classified Calendar
 - 1.5.10 2022/23 Paraprofessional (Full-Time) Calendar
 - 1.5.11 2022/23 Paraprofessional/Elective (Part-Time) Calendar
 - 1.5.12 2022/23 Receptionist/Health Clerk Calendar
 - 1.5.13 2022/23 School Secretary Calendar
 - 1.5.14 2022/23 School Registrar Calendar
 - 1.5.15 2022/23 Special Education/MTSS Administrative Assistant Calendar
 - 1.5.16 2022/23 Special Education/MTSS Counselor/Nurse/Speech & Lang Path/Psychologist/Ed Specialist
 - 1.5.17 2022/23 Special Education/MTSS Director Calendar

REGULAR AGENDA

The regular agenda includes those individual items to be discussed by the Board. Some of those items may also require action or approval by the Board. Members of the public will have the opportunity to address the Board on any item at the time that particular item is discussed by the Board, and prior to any action taken by the Board. Individual speakers will be allowed three (3) minutes to address the Board.

Discussion/Action Agenda

Financial Reporting

- 2.1 Discussion: Finance Committee Meeting Update (10 Min)
 - 2.1.1 2022/23 Administrative Salary Schedule Proposal 1st Read
 - 2.1.2 2022/23 Certificated/MTSS Certificated Salary Schedule Proposals 1st Read
 - 2.1.3 2022/23 High School Counselor Salary Schedule New 1st Read
 - 2.1.4 2022/23 Classified/MTSS Salary Schedule Proposals 1st Read

Policy Review & Amendments

- 2.2 Discussion/Action: COVID-19 Vaccination Verification & Testing Requirements (10 Min)
 2.3 Discussion/Action: Policy Amendments (10 Min)
 - 2.3.1 School Board Meetings Brown Act Compliant Board Policy
 - 2.3.2 Library Collection Management Policy Curriculum & Instructional Policy

General Reporting

2.4 Discussion: LCAP Update	(10 Min)
2.5 Discussion: High School Building Update	(10 Min)
2.6 Discussion: 2022/23 RSA/Columbia MOU - 1st Read	(5 Min)

Personnel Reporting

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- 2.9.1 2022/23 High School Certificated Calendar
- 2.9.2 2022/23 High School Counselor/Registrar
- 2.10 Discussion/Action: Personnel Updates

(5 Min)

Resignations:

- o Margaret Kennedy 5/28/2022 Elective Teacher
- o Breanna Miller 6/30/2022 School Psychologist
- o Troy Tieden 5/28/2022 Lunch Duty Paraprofessional

Meeting Adjournment:

Next Regular Meeting:

Date: Tuesday, May 10, 2022

Time: 5:45 p.m.

Location: Redding School of the Arts/Room 21

955 Inspiration Place Redding, CA 96003

Preparation of Agenda and Process:

The Director and/or Board President shall determine, in his/her discretion, whether the public request is or is not an item directly related to school business. No public-requested item shall be placed on the agenda if it is repetitive of a previous item placed on an agenda and considered by the Board.

Requests for items to be included on the agenda by Board members, school employees or members of the public shall be in writing and submitted to the Director's office no later than seven (7) working days prior to the next regularly scheduled Board meeting.

In compliance with the Americans with Disabilities Act, for those requiring special assistance to access the Board meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact the Main Office at 530-247-6933 for assistance. Notification at least 48 hours before the meeting will enable the school to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodations, auxiliary aids or services.

Redding School of the Arts, Inc. California Not for Profit Corporation

Consent Agenda

SUBJECT:	Item $1.1 - 3/1/22 \& 3/8/22$ Board Minutes

PREPARER: Adel Morfin

<u>RECOMMENDATION</u>: Motion to Approve Minutes.

BACKGROUND:

REFERENCE:

➤ See Attached Un-Adopted Board Minutes

REDDING SCHOOL & ARTS

Redding School of the Arts

California Nonprofit Benefit Corporation
Un-Adopted Board Meeting Minutes

Tuesday, March 1, 2022

Open Session: 5:30 p.m.

Meeting called to order by Presiding Officer Jean Hatch at 5:32 p.m. Roll Call/Establish Quorum:

Jean Hatch, President	X
Heather Wright, Vice President	X
Lisa Stewart, Treasurer	X
Jonathan Sheldon, Secretary	X (via video conference)
Andrew McCurdy, Community Member	X
Daria O'Brien, Community Member	X (arrived 5:47PM)

Additional Non-Voting Participants

Lane Carlson, Executive Director	X
Margaret Johnson, Outgoing Exec Director	X (via video conference)
Wendy Sanders, Special Ed Director	X
Carol Wahl, Principal	X
Cathleen Serna, Business Serv Provider	X (via video conference)
Robyn Stamm, Business Serv Provider	AB
Sophia Zaniroli, Staff Liaison	X

Board Recorder: Adel Morfin

Zoom Video Guests: Lisa Archer, Tessa Braden, Koen & Allison Breedveld, Jennifer Bond, Laura Dunaj, Aaron Hatch, Nicole Iskra, Brayden Jones, Tyler L., Rebecca Lahey, Julia Marie, bond

Maryann Potts, Cassie Plummer, Marilyn Schack, Linda Schexnayder, Lacy Schmall, Donna Scott, Troy Tieden, John Tucker, Tammy Von Horn, and Katie Vernon.

Onsite Guests: Elizabeth Allison, Ian & Natasha Anderson, Tiffany & Eric Blasingame, Byran Caples, Josselyn Carter, Jessica Christian, Jackalyn Corn, Wade & Renee Darby, Theresa Downs, Richard Gallardo, Katie Gorman, Mari McCurdy, Eleanor Nichols, Candice Percia, Christa Reid, Jason & Erin Richart, Jordan Valenzuela

Board Adjourn to Close Session 5:35 p.m.

o Conference with Legal Counsel — Anticipated Litigation (Gov. Code section 54956.9(d)(2).): (1)

Resumed Open Session: 6:24 p.m.

Report on Closed Session:

No action was taken by the board.

GOVERNING BOARD CORRESPONDANCE:

- The board acknowledges having received and reviewed board correspondence from multiple RSA families in regards to face coverings. The board read aloud correspondence from Jill Villalobos and Donnae Grover, as requested.

PUBLIC FORUM:

Hearing of persons desiring to address the Board on a subject NOT covered in this agenda. NOTE: 1) Individual speakers will be allowed three (3) minutes to address the Board. The Board President may further limit the speaking time allowed in order to facilitate the progress of the meeting. 2) Complaints presented to the Board must not involve specific reference to employees. Citizens should

contact the Director for complaint procedures regarding employees. 3) A charter school cannot take action on a matter that has not been placed on the official agenda. (G.C. 54954.2).

- Tiffany Blasingame addressed the board regarding board conduct. She spoke on behalf of her family and others at RSA, regarding the disapproval of actions and behaviors of several board members regarding their participation in the anti-masking protest and demonstration on campus. She stated several board members participated and influenced other parents by enforcing their personal opinions and grievances about masking rules into the classroom and on campus. She felt their actions were not in the best interest of the school and violated the school's safety plan, opened the school to official complaints under the Universal Complaints Procedures, exposed the school to potential legal and financial liability, and was in direct violation of board members fiduciary responsibilities citing specific actions.
 - She stated the role of a board member was to adopt and adhere to the policies that successfully support the school mission and strategic plan, including the school safety plan, and not use personal opinion, politics, or grievances and force it into the classroom or on campus via students. Board leadership and behavior matter during and outside of board meetings, and those in violation should be held accountable.
 - Moving forward she called for the board to uphold the mission and strategic and safety plan of the school, instead of fueling controversy, debate, and angst, where a child's education belongs.
- Byran Caples addressed the board. He mentioned he was running for Shasta County Superintended of Schools. He stated RSA is too concerned about being sued by parents for kids getting sick, but should be more concerned about being sued by the County Superintendent for not doing the right thing.
 - He reported having heard of horror stories about what's happening to students who refuse to wear a mask. He feels we should not have to wait to get permission from Governor Newsom to take masks off.
 - He stated he wants to work together to solve these problems, but has very little faith in RSA moving forward, based on past practice.

Call for Requests from the Audience to Speak to Any Item on the Agenda:

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- The following individuals addressed the board with their concerns and protest over the California Department of Public Health's face mask mandate, requiring universal masking indoors for K-12 schools, as well as their child's right to peaceful protest: Jordan Valenzuela (via Zoom), Christa Reid, Jason Richart, Mari McCurdy, Theresa Downs, Jessica Christian, Jackalyn Corn, Katie Gorman, Elizabeth Allison, Wade Darby, Tammy Von Horn, and Ian & Natasha Anderson,
 - RSA families reported on the harmful and psychological effect's the masking requirement in schools has had on students, families, and staff. They feel masks don't work and limit their child's learning experience.
 - They expressed concerns over Administration's handling of their child's right to peacefully protest and refusal to wear a mask in school. They reported students have been bullied, harassed, discriminated against, excluded from school, and have had their first amendment rights violated.
 - They ask for the board to take immediate action to end the masking mandate, prior to the state's termination of the mask mandate on 3/12, and make masks a personal choice.
- Richard Gallardo addressed Board President, Jean Hatch and requested she review the Brown Act. He stated the Brown Act allows the board to briefly respond to non-agenized items and ask clarifying questions. He asked voting members of the board to comment on what actions they have taken to refuse and/or deny COVID-19 masks or testing mandates none responded.
- Allison Breedveld addressed the board and stated she and her family are really happy to be part of a caring school community and appreciate the school and staff. She stated her family supports RSA's current masking requirements in school. She stated she recognizes the COVID infection rates are coming down, but Shasta County still has higher infection rates then other parts of California. She stated that by ending the mask mandate too early, it could cause more students to get sick and miss out on school. She hopes that a decision will be made to wait until Shasta County infection rates are low and stable before RSA lifts the masking mandate.

DISCUSSION/ACTION AGENDA:

2.1 Discussion: Review of RSA In-Person Learning Plan – Face Coverings

Jean Hatch gave some background information on the ongoing issues facing RSA since the start of the year when the state did away with distance learning and schools had to develop a fluid plan for return to in person instruction. RSA sought the advice from legal counsel, its liability insurance carrier, and CSDC on the options available to charter schools. Unfortunately, the

decision for mask choice was not an option and failure to uphold the universal masking mandate would expose the school to financial and legal exposure, which could potentially close RSA down.

She stated RSA continues to face the risk of losing its liability insurance, personal liability exposure, and potential revocation of the charter.

The board is concerned with the all the recent masking issues plaguing families and school staff, which is why a Special Board meeting was called in order to address some of these concerns.

She stated the state announced on 2/28 that it plans to lift the universal masking requirement for K-12 schools and childcare settings after March 11, 2022. CDPH strongly recommends that individuals in these settings continue to mask in indoors. However, masking will be a personal choice for RSA students and staff starting 3/12. Until then, RSA will continue to enforce the mask mandates.

Members of the board stated no one wants kids in masks, however an end date is in sight. They are concerned about the division this issue has created within RSA. The board did not make the masking rules and is working hard to keep the doors of the school open. They asked for families to be patient and work together with RSA over the next eight school days to overcome these issues and take the time to heal as a community.

Andrew McCurdy stated he has a daughter attending RSA and supports her decision not to wear a mask at school. He will continue to support her regardless of his position on the board to follow the state guidelines. He stated this whole situation has been horrible for his family and wants nothing more than to move forward and get back to the way things were prior to COVID.

The board concluded by thanking everyone for attending the meeting and voicing their concerns and options.

ADJOURNMENT:

Meeting adjourned at 7:58 p.m.

NEXT REGULAR MEETING:

Date: Tuesday, March 8, 2022

Time: 5:45 p.m.

Location: Redding School of the Arts/Room 21

955 Inspiration Place Redding, CA 96003

Governing Board Minutes Respectfully Submit	tted,
Jonathan Sheldon PSA Governing Roard Socratory	Board Approval Date

REDDING SCHOOL & ARTS

Redding School of the Arts

California Nonprofit Benefit Corporation
Un-Adopted Board Meeting Minutes

Tuesday, March 8, 2022

Open Session: 5:45 p.m.

Meeting called to order by Presiding Officer Jean Hatch at 5:45 p.m. Roll Call/Establish Quorum:

Jean Hatch, President	X
Heather Wright, Vice President	X
Lisa Stewart, Treasurer	X
Jonathan Sheldon, Secretary	X
Andrew McCurdy, Community Member	X
Daria O'Brien, Community Member	X

Additional Non-Voting Participants

Lane Carlson, Executive Director	X
Margaret Johnson, Outgoing Exec Director_	X
Wendy Sanders, Special Ed Director	X
Carol Wahl, Principal	X
Cathleen Serna, Business Serv Provider	X (via video conference)
Robyn Stamm, Business Serv Provider	X
Sophia Zaniroli, Staff Liaison	X

Board Recorder: Adel Morfin

Onsite Guests: Ian & Natasha Anderson, Jackalyn Corn, Jennifer Haslerud, Mari McCurdy, Candice Percia, and Byron Wylie.

Zoom Video Guests: Jessica Christian, Aaron Hatch, Brayden Jones, Cassie Plummer, Maryann Potts, Cathleen Serna, Linda Schexnayder, Lissa Uhleman, Katie Vernon, Tammy Von Horn, and Carla Zimmerman.

DIRECTORS REPORT:

- Lane Carlson:

Reported it's been a busy month at RSA. Administration is planning for the coming school year, including high school needs. A high school informational meeting is scheduled for Thursday, March 10th. Student and staff applications have been coming in.

Lane reported looking forward to the lifting of the mask mandate on 3/12.

- Margret Johnson:

Nothing to report at this time

PRINCIPAL REPORT:

- Carol Wahl:

Reported RPD Officer and Board Member, Jonathan Seldon, was on site Monday and provided RSA staff with a refresher training on ALICE. Administration plans to implement ALICE training materials for students next year. She reported on upcoming events for March: 3/10 Mr. Wylie's Middle School Concert, 3/16-3/17 Mr. Burkett Concert, 3/21 8th Grade Trip, and 3/30-3/31 6th Grade Trip.

STAFF LIAISON REPORT:

- Sophia Zaniroli:

Reported teaching staff have been discussing the lifting of the mask mandate on 3/12 with their classes this week. They want to ensure that with the change to the mandate they are being sensitive to each student's mask choice and respecting their decision.

The RSA Auction took place last week. Teachers are coordinating with families who purchased staff auction items. Science Theme Day is coming up on 4/7. Teachers are busy working on their classroom activities.

GOVERNING BOARD REPORT:

- **Jonathan Sheldon:** Thanked Carol Wahl for the opportunity to provide RSA staff with ALICE training. He stated it was great to be back on site and interact with staff once again.
- Daria O'Brien: Nothing to report at this time
- Heather Wright: Nothing to report at this time
- Andrew McCurdy: Nothing to report at this time
- Jean Hatch: Nothing to report at this time
- Lisa Stewart: Nothing to report at this time

GOVERNING BOARD CORRESPONDANCE:

- The board acknowledges having received and reviewed board correspondence from multiple RSA parents.

PUBLIC FORUM:

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Jennifer Haslerud addressed the board. She thanked the board for all they have done over the last couple years. She expressed her family's gratitude for the board's decision early on to return to in-person learning five days per week. She stated the board ensured RSA's Charter was safe, made sure the school had teachers, and continued to educate children. She stated the board's hard work is seen and recognized by many RSA families.

CONSENT AGENDA:

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It is understood that Administration recommends approval of all Consent Agenda items as listed. Each item on the Consent Agenda approved by the Board shall be deemed to have been considered in full and adopted as recommended.

- 1.1 Approve 2/8/2022 Minutes
- 1.2 Approve February Warrants
- 1.3 Approve Trumpet Donation to Strings Program Philomene Swenson
- 1.4 Approve Art Education Month Resolution March 2022
- 1.5 Approve Annual 2021/22 Consolidated Application
- 1.6 Approve 2022/23 Elementary & High School Instructional Calendars 2nd Read
- 1.7 Approve 2022 COVID-19 Supplemental Paid Sick Leave SB114

Heather Wright moved to approve the consent agenda as listed, seconded by Lisa Stewart. Vote 6 Ayes: 0 Nays.

Call for Requests from the Audience to Speak to Any Item on the Agenda:

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- See Agenda Item 2.5 for Public Comment

DISCUSSION/ACTION AGENDA:

2.1 Discussion: Finance Committee Meeting Update

Lisa Stewart reported the Finance Committee met twice to review the 2nd Interim Budget, budget assumption, revenue, ADA, MYP, and the specific items requested by the Governing Board. She stated the committee plans to table the review of a potential COLA increase to certificated and classified salaries until the next finance meeting. Planned deficit spending represents revenues received in a prior year that are being expended in the current year.

Overall the budget is reasonable and demonstrates the school is fiscally solvent for the next three years.

The Finance Committee reviewed the all financial reports and recommends the board adopt the 2nd Interim Budget and MYP.

Moving forward the committee plans to review a possible COLA increase to the salary schedules, include building maintenance costs, and update MYP assumptions for staffing and high school construction costs.

2.2 Discussion/Action: 2021/22 Second Interim Budget & MYP

Robyn Stamm reviewed the budget comparison of revenues and expenditures between 1st interim and 2nd interim. She stated revenues were higher than originally expected due to ADA, special one-time monies.

She reviewed expenditure variances reporting cost savings in certificated salaries and benefits due to Margaret Johnson's part-time employment status and an increase to services and other operating expenses due to some one-time funds being expensed.

Margaret Johnson shared a pie graph of the 2021/22 Second Interim Budget expenditures so the board could get an idea where money is being spent. She reported the majority of RSA expenses are tied to personnel salaries and benefits.

The budget MYP includes budget assumptions for the high school expansion. Robyn stated that although RSA is deficit spending this year and the next, it's not cause for alarm. The planned deficit spending represents revenues received in a prior year that are being expended in the current year. Year three budget projections are favorable due to increase ADA revenue.

Daria O'Brien moved to approve the 2021/22 Second Interim Budget & MYP as presented, seconded by Andrew McCurdy. Vote 6 Ayes: 0 Nays.

2.3 Discussion/Action: Directions to the Finance Committee for 2022/23 Annual Budget Development

Margaret Johnson reviewed the proposed directions to the Finance Committee with the board. She reported administration met to discuss MYP projections, staffing needs, building maintenance and technical department needs for the coming year. The finance committee will use the information to \draft the annual budget which will be presented to the board in May, with final adoption in June.

Andrew McCurdy moved to approve the Directions to the Finance Committee for 2022/23 Annual Budget Development as listed, seconded by Jonathan Sheldon. Vote 6 Ayes: 0 Nays.

2.4 Discussion/Action: 2022-2025 College & Career Access Pathways (CCAP) Agreement with Shasta-Tehama-Trinity Community College

Lane Carlson presented on the College & Career Access Pathways (CCAP) Agreement with Shasta-Tehama-Trinity Community College. RSA is seeking to enter into a partnership with Shasta College for the purpose of offering and expanding dual enrollment opportunities for high school students to achieve college and career readiness. Lane reported student benefits include priority enrollment of CCAP courses and enrollment of up to 15 college units per semester.

He stated Shasta College will receive state apportionment for enrolled RSA students on an FTE basis, but only beyond RSA's claimed apportionment for the same student.

The term of the agreement shall be for three (3) years, beginning on July 1, 2022 and ending on June 30, 2025.

Lisa Stewart moved to approve 2022-2025 College & Career Access Pathways (CCAP) Agreement with Shasta-Tehama-Trinity Community College as presented, seconded by Daria O'Brien. Vote 6 Ayes: 0 Nays.

2.5 Discussion/Action: 2021/22 In-Person Learning Plan - Amended

Public Comment:

Mari McCurdy addressed the board on two issues:

- 1) She encouraged the board to change its current policy from a mask mandate to that of personal choice. She stated RSA must remove the masking mandate from school policy effective 3/14. She stated Shasta County has not made masking a requirement, therefore RSA does not have the authority to keep the mandate in place.
 - Since the beginning of COVID, there has never been a high-quality study that shows masks have helped in any way of stopping the spread of COVID in school settings.
 - She stated masking and pandemic related mandates have caused a mental health crisis in children and teens due to social isolation and anxiety. The mandates must end so children can begin healing.
- 2) RSA must address the segregation, discrimination, and harassment of students and staff members who choose to no longer wear masks. RSA must enforce the personal choice option with as much vigor as the enforcement of the mask mandate. She stated CDC has endorsed one-way masking as effective in stopping the spread of COVID if worn properly. For those uncomfortable being in a community where everyone is not wearing a mask, they are free to choose the independent study option.
 - She urged the board to give students and staff the choice to choose to mask or not and endure their equal treatment on school campus.

Lane Carlson presented and reviewed the amended In-Person Learning Plan. He stated the plan was revised to remove all previous masking language in accordance with the states order to lift the masking requirements in school beginning 3/12. He stated administration held an all staff meeting to discuss the upcoming changes to the mandate next week and provide staff guidance on how to implement the changes in the classroom in a respectful and sensitive way.

He reported there is no guidance yet on changes to Outside Interest. Administration will update the plan accordingly once additional information is available.

Heather Wright and Lisa Stewart recommended amending the Face Covering section of the plan and removing CDPH "strong" recommendation of while masking indoors and "posting of signs at building entrances recommending face coverings."

Sophia Zaniroli inquired on the continued weekly COVID testing of all staff. Lane responded that there haven't been any changes to staff testing requirements at this time. RSA personnel will continue to adhere to the adopted board policy.

Lisa Stewart moved to approve the amended 2021/22 In-Person Learning Plan as discussed, seconded by Andrew McCurdy. Vote 6 Ayes: 0 Nays.

ADJOURNMENT:

Meeting adjourned at 6:39 p.m.

NEXT REGULAR MEETING:

Date:	Tuesday, April 19, 2022

Time: 5:45 p.m.

Location: Redding School of the Arts/Room 21

955 Inspiration Place Redding, CA 96003

Governing Board Minutes Respectfully Submi	itted,
Jonathan Sheldon RSA Governing Board Secretary	Board Approval Date

Redding School of the Arts, Inc. California Not for Profit Corporation

Consent Agenda

SUBJECT:	Agenda Item 1.2 – March 2022 Warrants
<u>PREPARER</u> :	Adel Morfin
RECOMMENDATION:	Motion to Approve Warrants
BACKGROUND:	
REFERENCE: See Attached Warrant Su	ımmary Report (ReqPay12C)

ReqPay12c Board Report

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Board Meeting Date A Expensed Amount	Check Amount
9010912452	03/03/2022	AT&T Payment Center 530-223-1951 397 4	62-5910	2/17/22 - 3/16/22 Telephone Serv		3,784.73
9010912453		Blick Art Materials LLC	62-4310	Archival Ink Pads Elective Art	722.39	
				Art Supplies	919.30	1,641.69
9010912454	03/03/2022	CDW-Government LLC	62-5801	Annual CrowdStrike Falcon Anti-Virus License		3,024.60
9010912455	03/03/2022	City of Redding Utilities Acct 0206257-8	62-5516	2021/22 Electricity/Sewer Utilities	7,740.19	
			62-5518	2021/22 Electricity/Sewer Utilities	666.36	8,406.55
9010912456	03/03/2022	Gopher Sports	62-4310	Playground Balls & Tetherballs		214.21
9010912457	03/03/2022	iGym, Inc	62-5880	Feb 2022 Gymnastics Lessons		50.00
9010912458	03/03/2022	Mission Linen & Uniform Serv	62-5530	2/24 Laundry Service		136.43
9010912459	03/03/2022	Office Depot	62-4310	Copy Paper	47.69	
				General Art Supplies	217.18	
				Scotch Tape	12.84	
				Ticonderoga Pencils	3.54	281.2
9010912460	03/03/2022	Prime Foundations Kaitlin Groennings	62-5880	Feb 2022 Horseback Riding Lessons	320.00	
		•		Jan Makeup & Feb Horseback Riding	80.00	400.00
				Lessons		
9010912461	03/03/2022	Purchase Power	62-5930	2/18 Postage Refill		500.00
9010913248	03/10/2022	Whitecastle Tours, Inc.	62-5836	Class of 2022 Camp St. Francis		7,696.80
				Transportation		
9010913249	03/10/2022	Amazon, Inc	62-4310	Library Books		32.12
9010913250	03/10/2022	BROWN, ELIZABETH L	62-4310	Supplies for Art Displays	33.44	
			62-5930	Federal Duck Stamp Submission	15.10	48.5
9010913251	03/10/2022	California Dance Company	62-5880	Feb 2022 Ballet Lessons	59.00	
				Feb 2022 Dance Lessons	100.30	
				Feb 2022 Tumbling Lessons - Final	59.00	218.30
9010913252	03/10/2022	California Safety Company, Inc	62-4540	Batteries for Office Alarm	478.20	
			62-5630	Mar 2022 Alarm Monitoring Fees	135.00	613.20
9010913253	03/10/2022	Canon Financial Services, Inc.	62-5620	Mar 2022 SPED Copier Lease & Maint Serv		515.3
9010913254	03/10/2022	CDW-Government LLC	62-4510	NOTEBOOK BATTERY		105.90
9010913255	03/10/2022	Charter Communications	62-5920	Mar 2022 Telephone/Internet Charges		2,219.4
9010913256	03/10/2022	City of Redding Utilities Acct 0210456-0	62-5517	Feb 2022 Garbage Utility Services		517.86
9010913257	03/10/2022	Consolidated Elect Distr, Inc	62-4540	Parking Lot Flour Lamp	192.08	
				Restock Flour Lamps	94.98	287.06
9010913258	03/10/2022	Jocelyn C. Olson Studio 1 on 1	62-5880	Feb 2021 Piano Lessons		75.00
9010913259	03/10/2022	Kenji Kato Drum & Piano Studio Kenji Kato	62-5880	Feb 2022 Piano Lessons		120.00
9010913260	03/10/2022	Mendes Supply Company	62-4515	Gloves & Paper Towels		1,279.2
9010913261	03/10/2022	Ninja Coalition HQ, Inc.	62-5880	Feb 2022 Ninja Training Lessons		79.00
e preceding C	hecks have be	en issued in accordance with the District's Policy and au	thorization of the Board of 3	Trustees It is recommended that the	ESCAPE	ONLIN
-	s be approved.	-			200711	Page 1

078 - Redding School of the Arts

HIECKS Date	a 03/01/202	2 through 03/31/2022			Board Meeting Date A	prii 19, 20.
Check	Check		5 101: 1		Expensed	Chec
Number	Date	Pay to the Order of	Fund-Object	Comment	Amount	Amoun
9010913262	03/10/2022	Office Depot	62-4310	Elective Classroom Supplies	96.14	
				Office Supplies	77.14	
			62-4320	Replacement Copy Paper	119.02	
			62-4510	MTSS-SPED OFFICE SUPPLIES	94.57	386.8
9010913263	03/10/2022	Ray Morgan Company LLC	62-5620	12/1/21 - 2/28/22 Copier Usage		274.1
9010913264	03/10/2022	Redding Dance Centre, Inc	62-5880	Feb 2022 Ballet Lessons		140.0
9010913265	03/10/2022	Sun Oaks Tennis & Fitness The Walsh Group, Inc	62-5880	Feb 2022 Gym Membership		100.0
9010913266	03/10/2022	The Brass Reed	62-4350	Repair Cracked Fiddle Post	100.00	
				Set of Strings	36.47	136.4
9010913267	03/10/2022	Trinity Dance & Fitness Studio Timbre Beck	62-5880	Feb 2022 Dance & Karate Lessons	72.00	
				Feb 2022 Dance Lessons	90.00	162.0
9010913268	03/10/2022	TSA Consulting Group, Inc.	62-5860	Feb 2022 Plan Admin & Compliance Fee		15.0
9010913269	03/10/2022	U.S. Bank	62-4310	Kiwi Create Pro Starter Kit - A. Jensen	82.42	
				Office Depot - 2 Pocket Plastic Dividers	14.99	
			62-4330	Costco - Breakroom Supplies	89.14	
				Fresh Fire Grill - ILT Meeting	161.96	
				Raleys - ILT Meeting	5.99	
				Smokin' Joe's BBQ - Board Meeting	134.30	
			62-4350	Home Depot - Microwave for Act Center	64.33	
			62-4400	Michael's Custom Photo Frame - 2011 RSA	699.95	
			62-4510	Harbor Freight - Spring Clamps	19.00	
			02-4310	Office Depot - Hole Punch	3.74	
				Office Depot - USB Drive	26.81	
			62-4515	Uline - WypAll Pro Kitchen Disp Wipes	236.81	
				Home Depot - Rodent Removal Supplies	11.73	
			62-4540			
				Home Depot - Sealer & Supp for Mtn Slide	85.20	
				Home Depot - Voltage Tester	26.78	
				Pace Supply - Water Filter	42.79	
			62-5200	4/22 Chinese Lang Conf Reg - Dressel	150.00	
				4/22 Chinese Lang Conf Reg - Fan	210.00	
				4/22 Chinese Lang Conf Reg - Song	150.00	
				Courtyard Marriott - CPACE Zaniroli Lodging	109.92	
				Expedia - Breanna Miller Lodgging Refund	422.42-	
				Expedia - Catherine Daly Lodgging Refund	422.42-	
			62-5300	CA Assoc of Sch Counselors Member	68.00	
				Dues		

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE
Page 2 of 5

ReqPay12c Board Report

Checks Date	ed U3/U1/2U2 Check	2 through 03/31/2022			Board Meeting Date A Expensed	Orii 19, 20. Checi
Number	Date	Pay to the Order of	Fund-Object	Comment	Amount	Amoun
9010913269	03/10/2022	U.S. Bank	62-5610	Rental Guys - Lift Rental for Theater Lighting	421.04	
			62-5801	SpEd Zoom - Standard Pro Monthly	44.97	
			62-5860	CA Secretary of State - Corp Statement of	20.00	2,035.0
				Info		
9010913270	03/10/2022	Young, Minney & Corr LLP	62-5810	Feb 2022 Legal Services		202.8
9010913271	03/10/2022	ZANIROLI, SOPHIA A	62-5200	CA Educator Credentialing Exam Fee for CPACE		294.0
9010914247	03/17/2022	Batteries Plus Bulbs	62-4540	Batteries for Office Alarm		73.8
9010914248	03/17/2022	CARCAMO, ELSA G	62-5211	Feb 2022 Sch Nurse Mileage Reimb		46.6
9010914249	03/17/2022	DALY, CATHERINE	62-5211	Feb 2022 SLP Mileage		231.6
9010914250	03/17/2022	Dance Depot	62-5880	Feb 2022 Dance Lessons		144.0
9010914251	03/17/2022	Growing Healthy Children Therapy Services, Inc.	62-5100	Feb 2022 OT Services		2,858.2
9010914252	03/17/2022	JACOBSEN, BRIDGETTE R	62-4310	Cheetahs & Axolotls Books		18.1
9010914253	03/17/2022	Mendes Supply Company	62-4515	Paper Towels		545.3
9010914254	03/17/2022	Mission Linen & Uniform Serv	62-5530	3/10 Laundry Service		136.4
9010914255	03/17/2022	MORFIN, AUDELIA	62-5211	Feb 2022 Mileage	34.98	
				Jan 2022 Mileage	13.16	48.1
9010914256	03/17/2022	NorCal Elite Gymnastics	62-5880	Dec 2021 Gymnastic Lessons	69.00	
				Feb 2022 Gymnastic Lessons	69.00	
				Jan 2022 Gymnastic Lessons	69.00	207.0
9010914257	03/17/2022	Northern California Gloves	62-4310	Child & Adult Face Masks		291.7
9010914258	03/17/2022	Office Depot	62-4310	Steel Shelving Unit		77.2
9010914259	03/17/2022	Raquel Ross	62-4310	Art Supplies	49.82	
				Cardstock & Pens	55.12	
				Math Tool Set	8.57	113.5
9010914260	03/17/2022	Redding Performing Arts Center Kenneth B. Baumann	62-5880	Feb 2022 Piano Lessons		155.0
9010914261	03/17/2022	SCHACK, MARILYN	62-4310	Book Creator Subscription 3/9/22 - 3/9/23		82.4
9010914262	03/17/2022	Shasta Gymnastics Academy	62-5880	Feb 2022 Trampoline Classes		185.0
9010914263	03/17/2022	WARMINGTON, ERIKA A	62-4310	Magnets to hang artwork	100.71	
			62-5211	2/7 - 2/16 Elective Mileage Reimb	12.75	113.4
9010914264	03/17/2022	Wenger Corporation	62-4400	Flip Forms for Choir		4,336.1
9010914819	03/24/2022	Consolidated Elect Distr, Inc	62-4540	Fulham Light Balllasts		640.0
9010914820	03/24/2022	Gopher Sports	62-4310	Soccer Nets		252.2
9010914821	03/24/2022	HANAGAN, LIQIN D	62-4310	Paper Plates for Science Proj	4.02	
				Produce for Science Proj	7.02	11.0
9010914822	03/24/2022	Mendes Supply Company	62-4515	Can Liners		1,483.4
9010914823	03/24/2022	Office Depot	62-4310	Pencils & Color Pencils	56.52	
ne precedina C	hecks have be	en issued in accordance with the District's Policy and authoriz	zation of the Board of	rustees. It is recommended that the	ESCAPE	ONLIN
-	s be approved	-				Page 3

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ReqPay12c Board Report

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
010914823	03/24/2022	Office Depot	62-4310	Post-it-Notes	13.32	
			62-4320	Admin Office Supplies	32.16	
				Original - Admin Office Supplies	61.58	
				Re-Order Admin Office Supplies	61.58	
				Return Credit - Orig Admin Office Supplies	61.58-	
			62-4510	Classification Folders	48.82	212.40
010914824	03/24/2022	Redding Area Bus Authority	62-5806	Feb 2022 Youth Bus Passes		29.00
010914825	03/24/2022	RSA Theater Booster Club Attn: Treasurer	62-5840	Aladdin Musical AD - RSA/Home Sch		205.00
010914826	03/24/2022	Save Mart Supermarket	62-4310	2/8 - 3/4 Cooking Elective Groceries		269.4
010914827	03/24/2022	Shasta - Trinity Schools Insurance Group - Dental	62-3702	Apr 2022 Dental Premiums	113.33	
			62-9551	Apr 2022 Dental Premiums	6,346.48	6,459.8
0010914828	03/24/2022	Shasta - Trinity Schools Insurance Group - Vision	62-3702	Apr 2022 Vision Premiums	22.50	
			62-9552	Apr 2022 Vision Premiums	1,260.00	1,282.50
0010914829	03/24/2022	Shasta -Trinity Schools Insurance Group - Medical	62-3702	Apr 2022 Medical Premiums	994.00	
		·	62-9550	Apr 2022 Medical Premiums	46,905.00	47,899.0
0010914830	03/24/2022	Shasta High School Choir Atnn: Rhonda Nelson	62-5840	SHS Fiddler Music Ad - RSA		270.0
0010914831		Sohui/Bryan Rheem	62-4310	HP Yellow ink Cartridge		40.0
0010914832		The Brass Reed	62-4350	Viola Strings		41.3
0010914833	03/24/2022	WANG, YIXING	62-4310	Goceries for Dumplings		33.9
0010915635	03/31/2022	Amazon, Inc	62-4310	Middle Sch Theme Day Supplies		71.8
0010915636	03/31/2022	AT&T Payment Center 530-223-1951 397 4	62-5910	3/17/22 - 4/16/22 Telephone Serv		3,481.8
010915637		Brittanie/Thomas Baker	62-4310	Art Supplies		27.9
010915638	03/31/2022	Canon Financial Services, Inc.	62-5620	Apr 2022 SPED Copier Lease & Maint Serv		516.5
0010915639	03/31/2022	City of Redding Utilities Acct 0206257-8	62-5516	2021/22 Electricity/Sewer Utilities	6,936.21	
		,	62-5518	2021/22 Electricity/Sewer Utilities	666.36	7,602.5
9010915640	03/31/2022	Gifford Construction, Inc.	62-5830	High School Design Work through Feb 2022		290,443.2
010915641	03/31/2022	Kirsten Southwell	62-4310	Art Supplies	32.12	
				Pens & Journal	19.11	51.2
010915642	03/31/2022	Mendes Supply Company	62-4515	Stripper & Sealer for Floors		3,220.3
010915643	03/31/2022	Mission Linen & Uniform Serv	62-5530	3/24 Laundry Service		136.4
010915644	03/31/2022	North State Parent Magazine	62-5840	Mar 2022 Parent Magazine Advertisement		260.0
010915645	03/31/2022	Northern California Gloves	62-4310	Adult & Child Masks		298.1
0010915646	03/31/2022	Perma - Bound Books	62-4310	Spring 2022 Order Number: L- 17440211		457.4
010915647	03/31/2022	Shasta Union High School Dist Business Services	62-5940	Apr 2022 Managed Cloud Services		462.5
010915648	03/31/2022	U.S. Bank	62-4310	Foam Factory - Sound Flats for Music	473.90	
				Harbor Freight - Foam Mats for Shows	128.52	
			62-4330	Holiday Mkt - Board Mtg Dinner	61.15	

078 - Redding School of the Arts

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
9010915648	03/31/2022 U.S. Bank		62-4330	Las Dos Marias - Special Board Mtg	120.12	
			62-4350	Chevron - Fuel for Lift Rental	5.56	
				TableCloths Factory - LED Net Lights	86.65	
			62-4515	FoodMaxx - Cascade Detergent	19.79	
				Home Depot - Brute Trash Cans	85.74	
			62-4540	Giles Lock - Combo Lock	37.48	
				Harbor Freight - Drop Cloth & Staples	90.03	
				Home Depot - Gloves and Combo Lock	47.67	
				Home Depot - Playground Lights	14.95	
				Home Depot - Rodent Removal Supplies	12.68	
				Home Depot - TBC MagicCarpet Supplies	271.00	
				Johnston Supply - HVAC Capacitor	14.17	
				Lowes - Front Office AMG Button Repair	41.78	
			62-5300	NASN - Sch Nurse Annual Membership	105.00	
			62-5801	SpEd Zoom - Standard Pro Monthly	44.97	
			62-5930	UPS Store - Return Postage Closers	43.87	1,705.03
9010915649	03/31/2022 World Teleco	om & Surveillance Inc.	62-5630	Hard Drive Symmetry Server Service Call		125.00
				Total Number of Chec	ks 82	413,646.94

Fund Summary

Fund	Description	Check Count	Expensed Amount
62	CharterSchoolsEnterprise	82	413,646.94
	Total Number of Checks	82	413,646.94
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		413,646.94

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Redding School of the Arts, Inc. California Not for Profit Corporation

Consent Agenda

SUBJECT:	Agenda Item 1.3 –	- 2022/23	SUHSD	Technology	&	Cloud

Management Agreements

PREPARER: Lane Carlson

RECOMMENDATION: Action to Approve Annual Agreements w/ SUHSD

BACKGROUND:

The Governing Board will review and approve the annual technology agreements between RSA and Shasta Union High School District for the 2022/23 school year.

➤ See Attached Agreements

REFERENCE:

2022/23 SUHSD Information Technology Agreement 2022/23 SUHSD Managed Cloud Service Agreement



Board of Trustees

Ron Zufall Gregory Hartt Jamie Vericker Joseph Ayer Constance Pepple

Superintendent Jim Cloney

March 1, 2022

Margaret Johnson Lane Carlson Redding School of the Arts 955 Inspiration Place Redding, CA 96003

Re: Information Technology Agreement: 2022 thru 2023

Dear Margaret Johnson and Lane Carlson,

Shasta Union High School District is offering technology services to Redding School of the Arts for the year 2022-2023; the contract is enclosed for your convenience. We look forward to providing Redding School of the Arts with all the quality of service and professionalism the Shasta Union High School District's Information Technology Department has to offer. If you choose Shasta Union High School District for your technology services, the total charge to your district will be \$31,900 for the 2022-2023 year.

The past 2 years have been especially taxing on technology support with cyber insurance requirements, 1:1 Chromebook deployment, security upgrades, and other everyday services. We are very mindful of the cost associated with this contract. We try to price our services so we can support your district the entire year for all services needed. This includes OT, special projects, and other unforeseen events.

Please review the enclosed Information Technology Agreement between Redding School of the Arts and Shasta Union High School District, sign, and return the original as soon as possible. If you choose not to participate or have any questions, please call Mike Vincelli at 225-8441.

Sincerely,

Mike Vincelli Director of Information Technology

INFORMATION TECHNOLOGY AGREEMENT BETWEEN THE SHASTA UNION HIGH SCHOOL DISTRICT AND REDDING SCHOOL OF THE ARTS 2022-2023

TERMS

The Shasta Union High School District (SUHSD) agrees to provide management services for the Information Technology Program to Redding School of the Arts. This Agreement shall be for a period beginning July 1, 2022, and ending June 30, 2023. Following this period, the Agreement shall be renewable if mutual written agreement allows. Either District may terminate the Agreement without cause by providing 120 days advance written notice.

COMPENSATION

The Director of Information Technology will remain an employee of the SUHSD and will be compensated per the current salary schedule. The SUHSD will bill RSA \$31,900 for the 2022-23 fiscal year for IT management. The management service fee includes expenses incurred by the director and his IT service staff and includes, but is not limited to, salary, salary-driven benefits, health and welfare benefits, and mileage and conference expenses.

FUNCTION OF IT DIRECTOR

The SUHSD IT department will plan, organize and coordinate with the RSA Superintendent or his/her designee to direct overall IT operations in school operations including purchasing, coordinating technology functions, and oversight of IT contracts.

Some employees of the SUHSD IT department are union employees and such are covered by union contract which includes a (15) minute break every 4 hours. These breaks may take place while a SUHSD union employee is on site. Technicians will be on site "as work dictates" the second week of June thru the last week of July each year.

The SUHSD will support/manage the following items: Note most all of these services will be provided for remotely off site.

- Routers at all RSA sites
- Switches at RSA sites with local tech help.
- Conductivity between RSA sites. This does not include COE owned lines. SUHSD will work with COE when necessary.
- DHCP server(s)
- DNS server(s)
- Wireless Network
- Firewall configurations
- Network troubleshooting
- File servers Windows
- Email servers Windows
- Web servers Windows
- Connection to COE
- Active Directory support
- AeriesCS Admin support only
- Backup software
- Server based printing systems
- Provide direction for desktop setup and configuration

The SUHSD will NOT support/manage the following items:

- Desktop software
- Desktop Operating systems
- Printers
- Financial software
- Teaching software
- Curriculum software
- Create new user computer accounts
- Trouble shoot PC hardware problems
- Day to day supervision of RSA technician(s)

All other incidents will be next business day.

This MOU does not include overtime work. If such work is required by RSA such work would be billed at \$85.00 per/hour.

ITEMS(s) NOT COVERED IN THIS MOU

The SUHSD will not be responsible for the following item(s):

- Installation of PC's and other equipment after summer time room cleaning.
- Misuse of the network by staff and students or others on campus.
- Curriculum software training for development of lesson plans.
- Apple computer support.
- Phone system support.
- Software Licensing
- Clock/Bell systems
- Financial software
- Technology plans, we will help with section 5
- Web Site programming
- Erate RFP's, bids or other priority 2 items (this can be contracted as a project)

WORKING CONDITIONS AND EQUIPMENT

If it is determined that working conditions are of a hazardous or dangerous nature, employees of the SUHSD may refrain from completing work in the hazardous area until such hazard or danger has been removed or remedied.

If the contracting district has purchased equipment against the recommendations of the SUHSD, the SUHSD may at its option refuse to support or install such equipment. The SUHSD will not be held responsible for equipment/software manufactures defects in manufacturing or programming. Also, if the contracting district has an outside party install equipment/software that conflicts with network or other SUHSD supported contract services, the SUHSD may at its option refuse to support or install such equipment.

LICENSING

It is the responsibility of the RSA to purchase software licensing.

CLERICAL SERVICES

The RSA2 will provide clerical services for processing of RSA purchases and process the invoices for payment to vendors.

TECHNICIAN SERVICES

The SUHSD will on occasion need the RSA technician(s) to help with hardware replacement, or troubleshooting. This would consist of helping SUHSD technicians on the phone, and following SUHSD technicians instructions in diagnosing problems.

ADDITIONAL SERVICES

Any other services provided to RSA by SUHSD will be billed on a usage basis or project basis. Projects will be quoted with all associate costs.

BILLING

Billing for services rendered will be done on a quarterly basis. Payment shall be made by RSA within thirty (30) days of billing.

LIABILITY

SUHSD knowingly, voluntarily, and for adequate consideration releases and waives, and further agrees to indemnify, hold harmless and reimburse RSA, the members of its Board of Trustees, its officers, employees and agents, as well as any supervisor(s), from and against any claim (known or unknown, seen or unforeseen, directly or indirectly, or within or without the control of those released) for or on account of any losses, damages, personal injuries, pain and suffering, death, property damage, or any contract claims resulting from, or arising out of, during, or in connection with any of the management services covered by this Agreement.

RSA knowingly, voluntarily, and for adequate consideration releases and waives, and further agrees to indemnify, hold harmless and reimburse SUHSD, the members of its Board of Trustees, its officers, employees and agents, as well as any supervisor(s), from and against any claim (known or unknown, seen or unforeseen, directly or indirectly, or within or without the control of those released) for or on account of any losses, damages, personal injuries, pain and suffering, death, property damage, or any contract claims resulting from, or arising out of, during, or in connection with any of the management services covered by this Agreement.

GOVERNING LAW

This Agreement, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California.

ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding between the parties. It supersedes and replaces any prior agreement between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

AMENDMENT

This Agreement may be amended at any time during the term of the Agreement. However, such amendment shall be in writing and is only effective with the mutual consent of the Superintendents of each District.

SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

ATTORNEY'S FEES

Should legal action be brought in regard to this Agreement, the prevailing party shall be entitled to recovery of attorney's fees.

SIGNATURES

SHASTA UNION HIGH SCHOOL DISTRICT

By:

(Authorized Signature)

Jim Cloney

Title:

Superintendent

Date:

Notice maybe sent to;

Mike Vincelli Director of IT Shasta Union High School District 2200 Eureka Way Redding, Ca. 96001 530-225-8441 Fax 530-245-2690 **REDDING SCHOOL OF THE ARTS**

By:

(Authorized Signature)

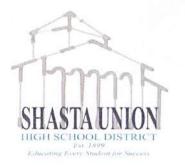
Margaret Johnson/Lane Carlson

Title:

Executive Director

Date:

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Board of Trustees

Ron Zufall Gregory Hartt Jamie Vericker Joseph Ayer Constance Pepple

Superintendent Jim Cloney

March 1, 2022

Margaret Johnson/Lane Carlson Redding School of the Arts 955 Inspiration Place Redding, CA 96003

Re: Managed Cloud Service: 2022 thru 2023

Dear Margaret Johnson and Lane Carlson,

Shasta Union High School District is pleased to offer Managed Cloud Service to Redding School of the Arts beginning July 1, 2022 and ending June 30, 2023. We look forward to providing the Managed Cloud Service with the highest quality of service our District's Information Technology Department has to offer. If you choose Shasta Union High School District for your technology services, the total charge to your district will be \$6,420 for the 2022-2023 year.

We have made significant upgrades to our security infrastructure and backup systems in the last 3 months. We now have immutable off-site backups to combat ransomware and comply with new insurance requirements. These upgrades do come with costs, which are now reflected in the new price.

Please review the enclosed Managed Cloud Service Agreement between Redding School of the Arts and Shasta Union High School District, sign, and return the original as soon as possible.

If you choose not to participate or have any questions, please call Mike Vincelli at 225-8441.

Sincerely,

Mike Vincelli Director of Information Technology

INFORMATION TECHNOLOGY AGREEMENT BETWEEN THE SHASTA UNION HIGH SCHOOL DISTRICT AND REDDING SCHOOL OF THE ARTS 2022-2023 Year

TERMS

The Shasta Union High School District (SUHSD) agrees to provide Managed Cloud services to Redding School of the Arts. This Agreement shall be for a period beginning July 1, 2022, and ending June 30, 2023. Following this period, the Agreement shall be renewable if mutual written agreement allows. This agreement may not be terminated without full payment.

COMPENSATION

The RSA shall pay the SUHSD a monthly fee of \$535 for 12 months for package 1, per attachment 1 fee schedule A. Additional items (Extras) may be purchased from the fee schedule enclosed.

SERVICES

The SUHSD will provide and manage the following items:

- All Microsoft 2019 standard server(s) licensing
- 20 working day backups Monday Sunday with current month and 1 previous monthly backup

PROHIBITED ACTIVITIES

The SUHSD will not allow and the RSA will not engage in the following activities and/or use of Managed Cloud service provided by the SUHSD:

- Video streaming from cameras to SUHSD cloud services
- Resale of SUHSD Managed Cloud service storage or CPU cycles to any other entities
- Engagement in criminal activities
- Excessive Use of System Resources, You may not use any shared system provided by SUHSD in a way that unnecessarily interferes with the normal operation of the shared system, or that consumes a disproportionate share of the resources of the system. For example, we may prohibit the automated or scripted use of Mail Services if it has a negative impact on the mail system, or we may require you to repair coding abnormalities in your Cloud-hosted code if it unnecessarily conflicts with other Cloud customers' use of the Cloud. You agree that we may quarantine or delete any data stored on a shared system if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the system or other customers' data that is stored on the same system
- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network
- Interference with service to any user of the SUHSD or other network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks

ITEMS NOT COVERED IN THIS MOU

The SUHSD will **not** be responsible for the following item(s):

- Data communication lines between the District and SUHSD.
- Internet outages
- Power outages
- Acts of God, Fire, Flood, Earthquakes, Acts of Terrorism, War Acts
- Misuse of the network by staff and students or others on campus.
- User/Device CALS (Client Access License)Software Licensing
- Desktop software

Ceasing Use of SUHSD Managed Cloud Services

The SUHSD will provide following upon written notification of ceasing of Managed Cloud Services:

- SUHSD will provide the entire virtual server(s) on a transport medium to client, i.e. USB hard drive(s)
- As an option RSA may bring in their own server hardware and have the virtual servers copied over directly at a time and location to be determined by SUHSD.

It is the responsibility of the RSA once leaving SUHSD Managed Cloud Service to provide on their own, adequate virtual server class hardware and software licensing for servers and hosting, and to hire or contract with a provider to load and configure servers on their hardware. SUHSD will retain ownership of all servers, SQL and backup software licensing.

ADDITIONAL SERVICES

Any other services provided to RSA by SUHSD will be billed on a usage basis or project basis. Projects will be quoted with all associate costs.

BILLING PAYMENT

Billing for services rendered will be done on a monthly basis. Payment shall be made by RSA within thirty (30) days of billing. If RSA fails to make payment(s) after 60 days, the SUHSD may at its considered opinion turn off all Managed Cloud Services that the RSA is using at the time. SUHSD will not be held liable for any damages resulting from termination of Managed Cloud Services for nonpayment.

LIABILITY

SUHSD knowingly, voluntarily, and for adequate consideration releases and waives, and further agrees to indemnify, hold harmless and reimburse RSA, the members of its Board of Trustees, its officers, employees and agents, as well as any supervisor(s), from and against any claim (known or unknown, seen or unforeseen, directly or indirectly, or within or without the control of those released) for or on account of any losses, damages, personal injuries, pain and suffering, death, property damage, or any contract claims resulting from, or arising out of, during, or in connection with any of the management services covered by this Agreement.

RSA knowingly, voluntarily, and for adequate consideration releases and waives, and further agrees to indemnify, hold harmless and reimburse SUHSD, the members of its Board of Trustees, its officers, employees and agents, as well as any supervisor(s), from and against any claim (known or unknown, seen or unforeseen, directly or indirectly, or within or without the control of those released) for or on account of any losses, damages, personal injuries, pain and suffering, death, property damage, or any contract claims resulting from, or arising out of, during, or in connection with any of the management services covered by this Agreement.

GOVERNING LAW

This Agreement, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California.

ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding between the parties. It supersedes and replaces any prior agreement between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

<u>AMENDMENT</u>

This Agreement may be amended at any time during the term of the Agreement. However, such amendment shall be in writing and is only effective with the mutual consent of the Superintendents of each District.

SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

ATTORNEY'S FEES

Should legal action be brought in regard to this Agreement, the prevailing party shall be entitled to recovery of attorney's fees.

SIGNATURES

Shasta Union High School District

By:

(Authorized Signature)

Jim Cloney

Title:

Superintendent

Date:

Notice maybe sent to;

Mike Vincelli Director of IT Shasta Union High School District 2200 Eureka Way Redding, Ca. 96001 530-225-8441 Fax 530-245-2690

Redding School of the Arts

By:

(Authorized Signature)

Margaret Johnson/Lane Carlson

Title:

Superintendent

Date:

SUHSD Managed Cloud Services Appendix A

	Monthly Cost	Allowed Servers Max.	Ram	GHz	Storage TB
Starter Package	\$310	1-4	20	10	2
Package 1	\$535	1-10	45	25	4
Package 2	\$910	1-16	65	40	6

Onetime Setup charges \$1,500 for Starter Package, \$2,900 for Package 1, \$3,700 Package 2

2 year contract minimum, and District must be on current service contract with SUHSD

Included in all Packages.

Microsoft server 2022 standard licensing. (note User/Device CALs not included) Immutable backups for 31 consecutive days with 2 monthly backups, consisting of current month and previous month. All of witch are copyed to off site Wasabi cloud storage.

All servers are virtual hosted on an ESXi Cluster with Enterprise grade Dell servers and HPE Nimble storage.

Extras

Extra Storage 1 TB \$74 Per Month Extra Ram 8 Gigs \$45 Per Month

Extra monthly backups \$125 Per Month Package 1
Extra monthly backups \$200 Per Month Package 2

Redding School of the Arts, Inc. California Not for Profit Corporation

Consent Agenda

<u>SUBJECT</u>: Agenda Item 1.4 – 2022 Northern California Confucius

Classroom (N4CO) Agreement

PREPARER: Carol Wahl

<u>RECOMMENDATION</u>: Action to Approve Confucius Classroom Agreement

BACKGROUND:

RSA has applied for a grant from Northern California Confucius Classroom (N4CO). The funds are intended to support RSA's Chinese Immersion Program, including cultural events, teacher professional development, and educational materials.

The term of the agreement is for five years. At the end of the term it will be automatically renewed for another five years.

> See Attached Agreement

REFERENCE:

2022 Confucius Classroom Agreement

AGREEMENT BETWEEN

Northern CA Confucius Class

AND

Redding Sch of the Arts School

ON THE ESTABLISHMENT OF THE CONFUCIUS CLASSROOM AT

Redding School of the Arts School

To strengthen the role of Confucius Classroom in providing social service to the local community,					
developing Chinese teaching and learning in local elementary and secondary schools, and					
enhancing the mutual understanding and friendship between young people of China and the United					
States, of America and RSA School, after friendly consultation and					
being approved by the Chinese International Educational Foundation (or CIEF), hereby agree on					
establishing the Confucius Classroom at RSA School (or the Confucius Classroom,					
the Classroom), as follows:					
Article 1 Character					
The Confucius Classroom at <u>RSA</u> <u>School</u> shall be a non-profit institution with the purpose					
of enhancing understanding and friendship between the young people of China and the United					
States by sponsoring the teaching and learning of Chinese language and culture.					
Article 2 Scope of Activities					
Based on local needs, the Confucius Classroom atRSASchool_can conduct the					
following programs or activities related to Chinese language and culture:					

Page 30 of 138

Teaching Chinese language and culture;

- Conducting Chinese language proficiency tests such as HSK (Hanyu Shuiping Kaoshi) and YCT (Youth Chinese Test);
- Training local Chinese language teachers;
- Organizing exchange programs among the schools in the United States and in China;
- Conducting activities related to Chinese language and culture.

Article 3 Management and Operation

With the Confu	cius Classroom ope	erating as one of its programs,	N4CO	shall assist
RSA	School in the man	nagement of the Confucius Class	room; assist the	e Classroom to
develop annual	work plans, budget	proposals and accounting reports	for the Confuc	ius Classroom.
The	N4CO	shall submit the plans, propos	al and reports t	to the CIEF for
approval. The	N4CO	shall also report to the C	CIEF concerning	g the operation
of the Confuciu	ıs Classroom on a re	egular basis.		

Article 4 Obligations

The obligations of _____shall include:

- To apply to the CIEF for authorization of using the title "Confucius Classroom," provide logos and Confucius Classroom emblems.
- To apply to the CIEF for necessary annual operation funds for the Confucius Classroom;
 to apply to the CIEF for the equipment for teaching and cultural activities for the Confucius Classroom.
- To apply for books, audio-visual, multimedia materials and course ware, and for authorization of using online courses for the Confucius Classroom.

- To apply for a certain number of Chinese volunteer teachers to teach in the Confucius
 Classroom if necessary and the teachers' airfare and salaries will be paid by the dispatching
 institution.
- To assist the above-mentioned volunteer teachers in applying for visas to enter the United States and assist in other related procedures if necessary.

The obligations of RSA <u>School shall</u> include:

- To have the principal or vice-principal take charge of the Confucius Classroom directly;
- To provide appropriate teaching and office spaces for the Confucius Classroom; to provide
 necessary equipment and facilities for the Confucius Classroom's activities, take charge of
 the equipment's installment and the facilities' management and maintenance.
- To provide necessary administrative and teaching personnel for the Confucius Classroom and undertake the due costs; to open an account for the Confucius Classroom and ensure that funds allocated by the CIEF for the Confucius Classroom be only spent on the Confucius Classroom program.
- To submit the Confucius Classroom's final budget and project expenditures for the year to the Confucius Classroom Coordination Office.

Article 5 Financial Support

CIEF will provide the <u>RSA</u> <u>School</u>'s Confucius Classroom with a certain amount of operating expenses per year according to the classroom's budget proposal submitted.

Article 6 Intellectual Property

The Chinese International Education Foundation owns the exclusive right to use the "Confucius Classroom" trademark, including the name and the logo. RSA School shall not continue applying or transferring the trademark, in any form, either directly or indirectly, if this agreement is terminated.

Article 7 Agreement language and Effective Date

The Agreement is written in Chinese and English. Both versions shall have the same effectiveness and come into force upon the date they are signed. The term of this agreement is five years. At the end of the term it will be automatically renewed for another five years. If either party decides to stop the renewal of this agreement, a written notice shall be provided sixty days prior to the end of the agreement. This agreement can be canceled by either party at any time with sixty days written notice.

	Peggy Kao	
Director of	N4CO DocuSigned by:	:
Signature:	Peggy tao —68FFC3FB5B954D2	
Date: 3/25	5/2022	
RS	SA School	
Principal:	Carol Wahl	
Signature:	Carol Wall	
Date:	3/25/2022	3/28/2022

Redding School of the Arts, Inc. California Not for Profit Corporation

Consent Agenda

SUBJECT: Agenda Item 1.5–2022/23 K-8 Personnel Calendars

1.5.1 2022/23 Business/Payroll Calendar

1.5.2 2022/23 K-8 Certificated Calendar

1.5.3 2022/23 Vice Principal Calendar

1.5.4 2022/23 Principal Calendar

1.5.5 2022/23 Executive Director Calendar

1.5.6 2022/23 Facilities/IT Tech Calendar

1.5.7 2022/23 Facilities (Part-Time) Calendar

1.5.8 2022/23 Facilities (Weekend) Calendar

1.5.9 2022/23 Mandarin Classified Calendar

1.5.10 2022/23 Paraprofessional (Full-Time) Calendar

1.5.11 2022/23 Paraprofessional/Elective (Part-Time) Calendar

1.5.12 2022/23 Receptionist/Health Clerk Calendar

1.5.13 2022/23 School Secretary Calendar

1.5.14 2022/23 School Registrar Calendar

1.5.15 2022/23 Special Education/MTSS Administrative Assistant Calendar 1.5.16 2022/23 Special Education/MTSS Counselor/Nurse/Speech & Lang

Path/Psychologist/Ed Specialist

1.5.17 2022/23 Special Education/MTSS Director Calendar

PREPARER: Nicole Iskra

<u>RECOMMENDATION</u>: Action to Approve

BACKGROUND:

The Governing Board will review and approve the proposed 2022/23 K-8th personnel calendars.

➤ See Attached K-8 Personnel Calendars

REFERENCE:

Governing Board Policies/Board Duties & Responsibilities/Staffing & Personnel

REDDING SCHOOL OF THE ARTS 2022-2023

BUSINESS/PAYROLL CALENDAR

July 2022 1st Quarter Ends: 10/14/2022 (42 days) Sa 2nd Quarter Ends: 12/22/2022 (85 days) 3rd Quarter Ends: 3/17/2023 (131 days) 4th Quarter Ends: 5/26/2023 (175 days) Release Times: K - 2nd @ 2:25 PM; 3rd - 8th @ 2:45 PM

Grey Shaded = Student Attendance Days Yellow = Non-Instructional Work Days Holidays **Total Contract Days** <u>235</u>

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Labor Day	Sept. 5th
Veteran's Day observed	Nov. 11th
by law must be Nov 11 if a weekday)	
Thanksgiving Break	Nov. 21st - 25th
Christmas Holiday	Dec. 24th - 25th
Winter Break	Dec. 23rd - Jan. 9th
New Year's Holiday	Jan. 1st
Martin Luther King Day	Jan. 16th
President's Break	Feb. 20th - 21st
Spring Break	Apr. 10th - 17th
Memorial Day	May. 29th
ndependence Day	July 4th

IMPORTANT DATES	
School Meet & Greet	Aug. 11th
School Starts	Aug. 17th
Back to School Night	Aug. 23rd
Moon Festival	Sep. 9th
Parent/Teacher Conferences	Oct. 17th - Oct. 21st
Veterans Assembly	Nov. 10th
Theme Day	Nov. 18th & Apr. 7th
Chinese New Year (Year of the Rabbit)	Jan. 23rd
Celebration of the Arts/Open House	Mar. 8th
8th Grade Promotion	May. 25th
School Ends	May. 26th
*Snow Day/Emergency Make-Up Day:	May. 30th
Professional Development Day	
Federal and State Holidays	
Minimum Days K - 2nd @ 12:40 PM	; 3rd - 8th @ 1:00 PM
	d Approved: 3/8/22
RSA Board	d Amended:

REDDING SCHOOL OF THE ARTS 2022-2023

K-8 CERTIFICATED CALENDAR

July 2022Su M Tu W Th

1st Quarter Ends: 10/14/2022 (42 days) 2nd Quarter Ends: 12/22/2022 (85 days) 3rd Quarter Ends: 3/17/2023 (131 days) 4th Quarter Ends: 5/26/2023 (175 days)

Release Times: K - 2nd @ 2:25 PM; 3rd - 8th @ 2:45 PM

Grey Shaded = Student Attendance Days Yellow = Non-Instructional Work Days Holidays Total Contract Days

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HOLIDAYS/RECESSES	
Labor Day	Sept. 5th Nov. 11th
(by law must be Nov 11 if a weekday) Thanksgiving Break	Nov. 21st - 25th
Christmas Holiday	Dec. 24th - 25th
Winter Break	Dec. 23rd - Jan. 9th
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President's Break	Feb. 20th - 21st
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8th Grade Promotion	May. 25th					
School Ends	May. 26th					
*Snow Day/Emergency Make-Up Day:	May. 30th					
Professional Development Day						
Federal and State Holidays						
Minimum Days K - 2nd @ 12:40 PM; 3rd - 8th @ 1:00 PM						
RSA Board Approved:						
RSA Boar	rd Amended:					

VICE PRINCIPAL CALENDAR

July 2022 Su M

1st Quarter Ends: 10/14/2022 (42 days) 2nd Quarter Ends: 12/22/2022 (85 days) 3rd Quarter Ends: 3/17/2023 (131 days) 4th Quarter Ends: 5/26/2023 (175 days)

Release Times: K - 2nd @ 2:25 PM; 3rd - 8th @ 2:45 PM

Grey Shaded = Student Attendance Days
Yellow = Non-Instructional Work Days

Holidays

Total Contract Days

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HOLIDAYS/RECESSES Labor Day Sept. 5th Veteran's Day observed Nov. 11th (by law must be Nov 11 if a weekday) Nov. 21st - 25th Dec. 24th - 25th Dec. 23rd - Jan. 9th Jan. 1st Martin Luther King Day Jan. 16th Feb. 20th - 21st Apr. 10th - 17th May. 29th Memorial Day

IMPORTANT DATES	
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*Snow Day/Emergency Make-Up Day:	May. 30th
Professional Development Day	
Federal and State Holidays	
Minimum Days K - 2nd @ 12:40 PM;	3rd - 8th @ 1:00 PM
	
RSA Board	Approved:
RSA Board	Amended:

PRINCIPAL CALENDAR

1st Quarter Ends: 10/14/2022 (42 days)
2nd Quarter Ends: 12/22/2022 (85 days)
3rd Quarter Ends: 3/17/2023 (131 days)
4th Quarter Ends: 5/26/2023 (175 days)
Release Times: K - 2nd @ 2:25 PM; 3rd - 8th @ 2:45 PM
Grey Shaded = Student Attendance Days

Grey Shaded = Student Attendance Days

Yellow = Non-Instructional Work Days

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Holidays

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HOLIDAYS/RECESSES	
Labor Day	Sept. 5th
Veteran's Day observed	Nov. 11th
(by law must be Nov 11 if a weekday)	
Thanksgiving Break	Nov. 21st - 25th
Christmas Holiday	Dec. 24th - 25th
Winter Break	Dec. 23rd - Jan. 9th
New Year's Holiday	Jan. 1st
Martin Luther King Day	Jan. 16th
President's Break	Feb. 20th - 21st
Spring Break	Apr. 10th - 17th
Memorial Day	May. 29th

IMPORTANT DATES	
School Meet & Greet	Aug. 11th
School Starts	Aug. 17th
Back to School Night	Aug. 23rd
Moon Festival	Sep. 9th
Parent/Teacher Conferences	Oct. 17th - Oct. 21st
Veterans Assembly	Nov. 10th
Theme Day	Nov. 18th & Apr. 7th
Chinese New Year (Year of the Rabbit)	Jan. 23rd
Celebration of the Arts/Open House	Mar. 8th
8th Grade Promotion	May. 25th
School Ends	May. 26th
*Snow Day/Emergency Make-Up Day:	May. 30th
Professional Development Day	
Federal and State Holidays	
Minimum Days K - 2nd @ 12:40 PM	1; 3rd - 8th @ 1:00 PM
RSA Boar	d Approved:
RSA Boar	d Amended:

EXECUTIVE DIRECTOR CALENDAR

1st Quarter Ends: 10/14/2022 (42 days) 2nd Quarter Ends: 12/22/2022 (85 days) 3rd Quarter Ends: 3/17/2023 (131 days) 4th Quarter Ends: 5/26/2023 (175 days)

Release Times: K - 2nd @ 2:25 PM; 3rd - 8th @ 2:45 PM

Grey Shaded = Student Attendance Days Yellow = Non-Instructional Work Days Holidays <u>210</u>

Total Contract Days

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Labor Day	Court Eth
	Sept. 5th
Veteran's Day observed	Nov. 11th
(by law must be Nov 11 if a weekday)	
Thanksgiving Break	Nov. 21st - 25th
Christmas Holiday	Dec. 24th - 25th
Winter Break	Dec. 23rd - Jan. 9th
New Year's Holiday	Jan. 1st
Martin Luther King Day	Jan. 16th
President's Break	Feb. 20th - 21st
Spring Break	Apr. 10th - 17th
Memorial Day	May. 29th
Independence Day	July 4th

IMPORTANT DATES	
School Meet & Greet	Aug. 11th
School Starts	Aug. 17th
Back to School Night	Aug. 23rd
Moon Festival	Sep. 9th
Parent/Teacher Conferences	Oct. 17th - Oct. 21st
Veterans Assembly	Nov. 10th
Theme Day	Nov. 18th & Apr. 7th
Chinese New Year (Year of the Rabbit)	Jan. 23rd
Celebration of the Arts/Open House	Mar. 8th
8th Grade Promotion	May. 25th
School Ends	May. 26th
*Snow Day/Emergency Make-Up Day:	May. 30th
Professional Development Day	
Federal and State Holidays	
Minimum Days K - 2nd @ 12:40 PM	; 3rd - 8th @ 1:00 PM
RSA Board	l Approved:
	l Amended:

FACILITIES/IT CALENDAR

July 2022 Tu W Th Su M

1st Quarter Ends: 10/14/2022 (42 days) 2nd Quarter Ends: 12/22/2022 (85 days) 3rd Quarter Ends: 3/17/2023 (131 days) 4th Quarter Ends: 5/26/2023 (175 days)

Release Times: K - 2nd @ 2:25 PM; 3rd - 8th @ 2:45 PM

Grey Shaded = Student Attendance Days
Yellow = Non-Instructional Work Days
43
Holidays
11
Total Contract Days
229

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HOLIDAYS/RECESSES	
Labor Day	Sept. 5th
Veteran's Day observed	Nov. 11th
(by law must be Nov 11 if a weekday)	
Thanksgiving Break	Nov. 21st - 25th
Christmas Holiday	Dec. 24th - 25th
Winter Break	Dec. 23rd - Jan. 9th
New Year's Holiday	Jan. 1st
Martin Luther King Day	Jan. 16th
President's Break	Feb. 20th - 21st
Spring Break	Apr. 10th - 17th
Memorial Day	May. 29th

IMPORTANT DATES	
School Meet & Greet	Aug. 11th
School Starts	Aug. 17th
Back to School Night	Aug. 23rd
Moon Festival	Sep. 9th
Parent/Teacher Conferences	Oct. 17th - Oct. 21st
Veterans Assembly	Nov. 10th
Theme Day	Nov. 18th & Apr. 7th
Chinese New Year (Year of the Rabbit)	Jan. 23rd
Celebration of the Arts/Open House	Mar. 8th
8th Grade Promotion	May. 25th
School Ends	May. 26th
*Snow Day/Emergency Make-Up Day:	May. 30th
Professional Development Day	
Federal and State Holidays	
Minimum Days K - 2nd @ 12:40 PM;	3rd - 8th @ 1:00 PM
RSA Board	Approved:
RSA Board	Amended:

FACILITIES (PART-TIME) CALENDAR

1st Quarter Ends: 10/14/2022 (42 days)
2nd Quarter Ends: 12/22/2022 (85 days)

2 3rd Quarter Ends: 3/17/2023 (131 days)

9 4th Quarter Ends: 5/26/2023 (175 days)

Release Times: K - 2nd @ 2:25 PM; 3rd - 8th @ 2:45 PM

Grey Shaded = Student Attendance Days
Yellow = Non-Instructional Work Days
43

August 2022									
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HOLIDAYS/RECESSES	
Labor Day	Sept. 5th
Veteran's Day observed	Nov. 11th
(by law must be Nov 11 if a weekday)	
Thanksgiving Break	Nov. 21st - 25th
Christmas Holiday	Dec. 24th - 25th
Winter Break	Dec. 23rd - Jan. 9th
New Year's Holiday	Jan. 1st
Martin Luther King Day	Jan. 16th
President's Break	Feb. 20th - 21st
Spring Break	Apr. 10th - 17th
Memorial Day	May. 29th

IMPORTANT DATES	
School Meet & Greet	Aug. 11th
School Starts	Aug. 17th
Back to School Night	Aug. 23rd
Moon Festival	Sep. 9th
Parent/Teacher Conferences	Oct. 17th - Oct. 21st
Veterans Assembly	Nov. 10th
Theme Day	Nov. 18th & Apr. 7th
Chinese New Year (Year of the Rabbit)	Jan. 23rd
Celebration of the Arts/Open House	Mar. 8th
8th Grade Promotion	May. 25th
School Ends	May. 26th
*Snow Day/Emergency Make-Up Day:	May. 30th
Professional Development Day	
Federal and State Holidays	
Minimum Days K - 2nd @ 12:40 PM;	3rd - 8th @ 1:00 PM
RSA Board	Approved:
RSA Board	Amended:

WEEKEND FACILITIES (PART-TIME) CALENDAR

1st Quarter Ends: 10/14/2022 (42 days) 2nd Quarter Ends: 12/22/2022 (85 days) 3rd Quarter Ends: 3/17/2023 (131 days) 4th Quarter Ends: 5/26/2023 (175 days)

Release Times: K - 2nd @ 2:25 PM; 3rd - 8th @ 2:45 PM

Yellow = Non-Instructional Work Days

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<u>91</u>

August 2022 Su M

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HOLIDAYS/RECESSES	
Labor Day	Sept. 5th
Veteran's Day observed	Nov. 11th
(by law must be Nov 11 if a weekday)	
Thanksgiving Break	Nov. 21st - 25th
Christmas Holiday	Dec. 24th - 25th
Winter Break	Dec. 23rd - Jan. 9th
New Year's Holiday	Jan. 1st
Martin Luther King Day	Jan. 16th
President's Break	Feb. 20th - 21st
Spring Break	Apr. 10th - 17th
Memorial Day	May. 29th
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IMPORTANT DATES	
School Meet & Greet	Aug. 11th
School Starts	Aug. 17th
Back to School Night	Aug. 23rd
Moon Festival	Sep. 9th
Parent/Teacher Conferences	Oct. 17th - Oct. 21st
Veterans Assembly	Nov. 10th
Theme Day	Nov. 18th & Apr. 7th
Chinese New Year (Year of the Rabbit)	Jan. 23rd
Celebration of the Arts/Open House	Mar. 8th
8th Grade Promotion	May. 25th
School Ends	May. 26th
*Snow Day/Emergency Make-Up Day:	May. 30th
Professional Development Day	
Federal and State Holidays	
Minimum Days K - 2nd @ 12:40 PM;	3rd - 8th @ 1:00 PM
RSA Board	Approved:
RSA Board	Amended:

MANDARIN (CLASSIFIED) CALENDAR

 July 2022

 Su M Tu W Th
 1st Quarter Ends: 10/14/2022 (42 days) 2nd Quarter Ends: 12/22/2022 (85 days) 3rd Quarter Ends: 3/17/2023 (131 days) 4th Quarter Ends: 5/26/2023 (175 days) Release Times: K - 2nd @ 2:25 PM; 3rd - 8th @ 2:45 PM

Grey Shaded = Student Attendance Days Yellow = Non-Instructional Work Days Holidays **Total Contract Days** <u> 193</u>

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August 2022								
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HOLIDAYS/RECESSES	
Labor Day	Sept. 5th
Veteran's Day observed	Nov. 11th
(by law must be Nov 11 if a weekday)	
Thanksgiving Break	Nov. 21st - 25th
Christmas Holiday	Dec. 24th - 25th
Winter Break	Dec. 23rd - Jan. 9th
New Year's Holiday	Jan. 1st
Martin Luther King Day	Jan. 16th
President's Break	Feb. 20th - 21st
Spring Break	Apr. 10th - 17th
Memorial Day	May. 29th

IMPORTANT DATES	A
School Meet & Greet	Aug. 11th
School Starts	Aug. 17th
Back to School Night	Aug. 23rd
Moon Festival	Sep. 9th
Parent/Teacher Conferences	Oct. 17th - Oct. 21st
Veterans Assembly	Nov. 10th
Theme Day	Nov. 18th & Apr. 7th
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Celebration of the Arts/Open House	Mar. 8th
8th Grade Promotion	May. 25th
School Ends	May. 26th
*Snow Day/Emergency Make-Up Day:	May. 30th
Professional Development Day	
Federal and State Holidays	
	l; 3rd - 8th @ 1:00 PM
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RSA Board	d Approved:
RSA Board	d Amended:

PARAPROFESSIONAL (FULL-TIME) CALENDAR

1st Quarter Ends: 10/14/2022 (42 days) 2nd Quarter Ends: 12/22/2022 (85 days) 3rd Quarter Ends: 3/17/2023 (131 days) 4th Quarter Ends: 5/26/2023 (175 days)

Release Times: K - 2nd @ 2:25 PM; 3rd - 8th @ 2:45 PM

Grey Shaded = Student Attendance Days
Yellow = Non-Instructional Work Days
2
Holidays
11
Total Contract Days
188

August 2022								
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Veteran's Day observed	Nov. 11th
(by law must be Nov 11 if a weekday)	
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Spring Break	Apr. 10th - 17th
Memorial Day	May. 29th

IMPORTANT DATES	
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Back to School Night	Aug. 23rd
Moon Festival	Sep. 9th
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8th Grade Promotion	May. 25th
School Ends	May. 26th
*Snow Day/Emergency Make-Up Day:	May. 30th
Professional Development Day	
Federal and State Holidays	
Minimum Days K - 2nd @ 12:40 PM;	3rd - 8th @ 1:00 PM
RSA Board	Approved:
RSA Board	Amended:

PARAPROFESSIONAL/ELECTIVE (PART-TIME) CALENDAR

1st Quarter Ends: 10/14/2022 (42 days)
2nd Quarter Ends: 12/22/2022 (85 days)
3rd Quarter Ends: 3/17/2023 (131 days)
4th Quarter Ends: 5/26/2023 (175 days)

Release Times: K - 2nd @ 2:25 PM; 3rd - 8th @ 2:45 PM

Grey Shaded = Student Attendance Days
Yellow = Non-Instructional Work Days
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Holidays
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Total Contract Days 177

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HOLIDAYS/RECESSES	
Labor Day	Sept. 5th
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(by law must be Nov 11 if a weekday)	
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Spring Break	Apr. 10th - 17th
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IMPORTANT DATES	
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School Starts	Aug. 17th
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8th Grade Promotion	May. 25th
School Ends	May. 26th
*Snow Day/Emergency Make-Up Day:	May. 30th
Professional Development Day	
Federal and State Holidays	
Minimum Days K - 2nd @ 12:40 PM;	3rd - 8th @ 1:00 PM
RSA Board	Approved:
RSA Board	Amended:

RECEPTIONIST/HEALTH CLERK CALENDAR

1st Quarter Ends: 10/14/2022 (42 days) 2nd Quarter Ends: 12/22/2022 (85 days) 3rd Quarter Ends: 3/17/2023 (131 days) 4th Quarter Ends: 5/26/2023 (175 days)

Release Times: K - 2nd @ 2:25 PM; 3rd - 8th @ 2:45 PM Grey Shaded = Student Attendance Days

Yellow = Non-Instructional Work Days 6
Holidays 11
Total Contract Days 192

Total Contract Days
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HOLIDAYS/RECESSES	
Labor Day	Sept. 5th
Veteran's Day observed	Nov. 11th
(by law must be Nov 11 if a weekday)	
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Christmas Holiday	Dec. 24th - 25th
Winter Break	Dec. 23rd - Jan. 9th
New Year's Holiday	Jan. 1st
Martin Luther King Day	Jan. 16th
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Spring Break	Apr. 10th - 17th
Memorial Day	May. 29th

MPORTANT DATES	
School Meet & Greet	Aug. 11th
School Starts	Aug. 17th
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8th Grade Promotion	May. 25th
School Ends	May. 26th
*Snow Day/Emergency Make-Up Day:	May. 30th
Professional Development Day	
Federal and State Holidays	
Minimum Days K - 2nd @ 12:40 PM;	3rd - 8th @ 1:00 PM
RSA Board	Approved:
RSA Board	

SCHOOL SECRETARY CALENDAR

1st Quarter Ends: 10/14/2022 (42 days) 2nd Quarter Ends: 12/22/2022 (85 days) 3rd Quarter Ends: 3/17/2023 (131 days) 4th Quarter Ends: 5/26/2023 (175 days) Release Times: K - 2nd @ 2:25 PM; 3rd - 8th @ 2:45 PM

Grey Shaded = Student Attendance Days Yellow = Non-Instructional Work Days Holidays **Total Contract Days** <u> 195</u>

	August 2022						
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HOLIDAYS/RECESSES	
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Veteran's Day observed	Nov. 11th
(by law must be Nov 11 if a weekday)	
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Professional Development Day	
Federal and State Holidays	
Minimum Days K - 2nd @ 12:40 PM; 3	rd - 8th @ 1:00 PM
RSA Board Ap	oproved:
RSA Board Ar	mended:

REGISTRAR

July 2022 Su M

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Release Times: K - 2nd @ 2:25 PM; 3rd - 8th @ 2:45 PM

Grey Shaded = Student Attendance Days
Yellow = Non-Instructional Work Days
31
Holidays
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Total Contract Days
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August 2022 Su M

September 2022

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Martin Luther King Day	Jan. 16th
President's Break	Feb. 20th - 21st
Spring Break	Apr. 10th - 17th
Memorial Day	May. 29th

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Federal and State Holidays	
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RSA Board	l Approved:
RSA Board	l Amended:

SPECIAL ED/MTSS ADMIN ASSISTANT CALENDAR

1st Quarter Ends: 10/14/2022 (42 days) 2nd Quarter Ends: 12/22/2022 (85 days) 3rd Quarter Ends: 3/17/2023 (131 days) 4th Quarter Ends: 5/26/2023 (175 days)

Release Times: K - 2nd @ 2:25 PM; 3rd - 8th @ 2:45 PM

Grey Shaded = Student Attendance Days
Yellow = Non-Instructional Work Days
11
Holidays
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Total Contract Days
197

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HOLIDAYS/RECESSES	
Labor Day	Sept. 5th
Veteran's Day observed	Nov. 11th
(by law must be Nov 11 if a weekday)	
Thanksgiving Break	Nov. 21st - 25th
Christmas Holiday	Dec. 24th - 25th
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8th Grade Promotion	May. 25th
School Ends	May. 26th
*Snow Day/Emergency Make-Up Day:	May. 30th
Professional Development Day	
Federal and State Holidays	
Minimum Days K - 2nd @ 12:40 PM	1; 3rd - 8th @ 1:00 PM
RSA Board	d Approved:
RSA Board	d Amended:

SPED/MTSS - CNSLR/NRS/SLP/PSYCH/SPECL CALENDAR

1st Quarter Ends: 10/14/2022 (42 days) 2nd Quarter Ends: 12/22/2022 (85 days) 3rd Quarter Ends: 3/17/2023 (131 days) 4th Quarter Ends: 5/26/2023 (175 days)

Release Times: K - 2nd @ 2:25 PM; 3rd - 8th @ 2:45 PM

Grey Shaded = Student Attendance Days
Yellow = Non-Instructional Work Days
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Total Contract Days 21

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Labor Day	HOLIDAYS/RECESSES	
(by law must be Nov 11 if a weekday) Thanksgiving Break	Labor Day	Sept. 5th
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Winter Break Dec. 23rd - Jan. 9th New Year's Holiday Jan. 1st Martin Luther King Day Jan. 16th President's Break Feb. 20th - 21st Spring Break Apr. 10th - 17th	Thanksgiving Break	Nov. 21st - 25th
New Year's Holiday.Jan. 1stMartin Luther King DayJan. 16thPresident's Break.Feb. 20th - 21stSpring BreakApr. 10th - 17th	Christmas Holiday	Dec. 24th - 25th
Martin Luther King Day Jan. 16th President's Break Feb. 20th - 21st Spring Break Apr. 10th - 17th	Winter Break	Dec. 23rd - Jan. 9th
President's Break Feb. 20th - 21st Spring Break Apr. 10th - 17th	New Year's Holiday	Jan. 1st
Spring Break Apr. 10th - 17th	Martin Luther King Day	Jan. 16th
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Memorial Day May. 29th	Spring Break	Apr. 10th - 17th
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RSA Boar	d Approved:
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3	4	5	6	7	8	9	4th Quarter Ends: 5/26/2023 (175 days)		7	8	9	10	11	12		
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17	18	19	20	21	22	23	Grey Shaded = Student Attendance Days	175	21	22	23	24	25	26		
24	25	26	27	28	29	30	Yellow = Non-Instructional Work Days	20	28	29	30	31				
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Minimum Days K - 2nd @ 12:40 PN	//; 3rd - 8th @ 1:00 PM
RSA Boar	d Approved:
RSA Boar	d Amended:

Redding School of the Arts, Inc. California Not for Profit Corporation

Financial Reporting

SUBJECT: Agenda Item 2.1 – Finance Committee Meeting Update

- 2.1.1 2022/23 Administrative Salary Schedule Proposal 1st Read
- 2.1.2 2022/23 Certificated/MTSS Certificated Salary Schedule Proposals 1st Read
- 2.1.3 2022/23 High School Counselor Salary Schedule New 1st
- 2.1.4 2022/23 Classified/MTSS Salary Schedule Proposals 1st Read

PREPARER: Lisa Stewart/Lane Carlson

RECOMMENDATION: Discussion

BACKGROUND:

The Finance Committee will report out on their 3/21 & 4/4 meetings. They will introduce salary schedule proposals for 2022/23. The board will review the information and budget impact before making a final determination in May.

➤ See Attached Salary Schedule Proposals

REFERENCE:

Finance Committee

Memorandum

Date: April 4, 2022

To: RSA, Inc. Governing Board

From: Finance Committee

Lane Carlson, Executive Director

Re: Salary Recommendations



Members of the Finance Committee: Lisa Stewart, RSA Governing Board Treasurer, Laura Dunaj (Certificated Staff Rep) Linda Schexnayder, (Classified Staff Rep), Abby Schanuth (Community Member), Cathleen Serna and Robyn Stamm, (Director Business) Lane Carlson, (Exec Director) Margaret Johnson, (Director)

Report on Similar School Salary Comparisons:

The finance committee met two times to review RSA's current salary schedules and compared them to multiple schools/districts of similar size:

- 1. Certificated salary schedules from RSA were compared to Columbia, Grant, Pacheco and Junction.
 - a. Redding School District and Bella Vista were used initially but removed for comparison since they were determined to be dis-similar due to size and one-time funds used, respectively.
 - b. The committee determined that RSA is competitive with starting salaries, but starts to lag behind the average of the comparison districts around year 5.
- 2. Classified salary schedules from RSA were compared to Columbia.
 - a. While many job categories differ between districts, comparable jobs demonstrated that RSA's salaries were competitive/comparable with Columbia.
 - b. Columbia has approved a 3% COLA for their classified schedule for 22-23.
- 3. SPED/MTSS/School Psych salary schedules from RSA were compared to Columbia.
 - a. Again, similar categories were comparable.
 - b. Columbia has also approved a 3% COLA for these positions for 22-23.

Recommendation:

- 1. For the Certificated Salary Schedule, the committee recommends:
 - a. The proposed schedule modification from Cathleen and Robyn reflects varying salary increases depending on step and column ranging from 0.85% in BA-60/step 2 to 7.64% in BA+75/step 26.
 - b. The addition of a longevity stipend of \$1500 applied each of the last 4 steps (27-30) in column 75+.
- 2. For the Classified Salary Schedule, the committee recommends:
 - a. A 3% increase across the board for all positions and steps consistent with Columbia
 - b. The addition of an Associates Degree stipend of \$250 and a Bachelors stipend of \$500
 - c. The addition of a Longevity Stipend at 20 years (3% per step) and another at 25 (5% per step) would apply to personnel with 20+ years of service at RSA.

- 3. For the MTSS/SPED and School Psych Salary Schedules, the committee recommends:
 - a. A 3% increase across the board for all positions and steps consistent with Columbia.

Considerations:

- Reduced Absence Incentive Stipend (RAI). Columbia pays \$50/Day for Classified and \$100/Day
 per day for Certificated for those employees who use less than half of their yearly allotted sick
 leave (10 days). If considered, the Finance Committee discussed tailoring the RAI incentive to
 RSA by offering \$75/Day for Classified and/or Certificated. Discussion centered around this being
 more fairly distributed and an additional bonus for employees in all classifications.
- 2. Does the certificated salary schedule include administration? If so, administration salaries were not discussed at this meeting.

				WITH	3%	6 INCRE	ASI	E 2022/2	3 A	<mark>dministr</mark>	ativ	<mark>/e Salary</mark>	Sc	hedule			
Steps		1		2		3		4		5-7		8-10		11-12	13-15	16-18	19-21
FACILITIES MGR		53,560		58,916	\$	60,094	\$	61,296	\$	62,522	\$	63,773	\$	65,048	\$ 66,349	\$ 67,676	\$ 69,029
218 Work Days + 11 p	(10) Month)	(11	Month)											3		
ASST PRIN/DEAN	\$	74,511	\$	77,323	\$	80,242	\$	82,956	\$	86,479	\$	89,460	\$	92,547	\$ 95,741	\$ 99,046	\$ 102,467
195 Work Days																	
SPEC ED DIR	\$	81,721	\$	84,533	\$	87,452	\$	90,166	\$	93,689	\$	96,670	\$	99,757	\$ 102,951	\$106,256	\$110,175
195 Work Days													1				
DIR BUSINESS	\$	85,818	\$	89,575	\$	93,517	\$	97,616	\$	101,904	\$	103,917	\$	106,995	\$110,167	\$113,433	\$116,798
221 Work Days + 11 p	aid	holidays									X						
PRINCIPAL	\$	90,187	\$	93,627	\$	97,208	\$	100,939	\$	104,824	\$	108,447	\$	112,198	\$116,080	\$120,098	\$ 124,255
210 Work Days																	
EXECUTIVE DIRECTOR 210 Work Days	\$	120,508	\$	124,679	\$	128,995	\$	132,865	\$	136,735	\$	140,604	\$	144,200	\$ 148,342	\$ 152,792	\$ 157,375

Stipends:

Masters Stipend \$ 1,000 PHD Stipend \$ 1,000 Supplemental Aughoiz \$ 1,000

Board Approved: June 8, 2021

^{*}e.g. CPA Certificate and CBO Certificate

^{**}The salary of this position is negotiated with the Board

CERTIFICATED SALARY SCHEDULE

PROPOSED - 2022-2023

Effective July 1, 2022 181 Work Days

		Α	В	С
Step	E	BA - 60	BA 60 +	BA + 75
1	\$	52,000	\$ 52,390	\$ 52,783
2	\$	52,599	\$ 52,914	\$ 53,311
3	\$	53,125	\$ 53,443	\$ 54,377
4	\$	53,656	\$ 53,977	\$ 55,465
5	\$	54,193	\$ 55,057	\$ 56,574
6	\$	54,735	\$ 56,158	\$ 57,705
7	\$	55,830	\$ 57,281	\$ 58,859
8	\$	56,947	\$ 58,427	\$ 60,036
9	\$	58,086	\$ 59,596	\$ 61,237
10	\$	59,248	\$ 60,788	\$ 62,462
11	\$	59,248	\$ 62,612	\$ 64,336
12	\$	59,248	\$ 64,490	\$ 66,266
13	\$	59,248	\$ 66,425	\$ 68,254
14	\$	59,248	\$ 68,418	\$ 70,302
15	\$	59,248	\$ 70,471	\$ 72,411
16	\$	59,248	\$ 72,585	\$ 74,583
17	\$	59,248	\$ 72,585	\$ 75,329
18	\$	59,248	\$ 72,585	\$ 76,082
19	\$	59,248	\$ 72,585	\$ 76,843
20	\$	59,248	\$ 72,585	\$ 77,611
21	\$	59,248	\$ 72,585	\$ 78,387
22	\$	59,248	\$ 72,585	\$ 79,171
23	\$	59,248	\$ 72,585	\$ 79,963
24	\$	59,248	\$ 72,585	\$ 80,763
25	\$	59,248	\$ 72,585	\$ 81,571
26	\$	59,248	\$ 72,585	\$ 82,387
27	\$	59,248	\$ 72,585	\$ 83,887
28	\$	59,248	\$ 72,585	\$ 85,387
29	\$	59,248	\$ 72,585	\$ 86,887
30	\$	59,248	\$ 72,585	\$ 88,387

Stipends: \$1000 Masters/National Board Certification

SPECIAL EDUCATION/MTSS

Education Specialist

PROPOSED 2022-2023

Effective July 1, 2022 182 Work Days

		Α	В					
Step	6	0 Units	7	5 Units				
1	\$	52,126	\$	53,690				
2	\$	53,169	\$	54,764				
3	\$	54,232	\$	55,859				
4	\$ \$ \$ \$	55,317	\$	57,535				
5	\$	56,977	\$ \$	59,261				
6	\$	58,686	\$	61,039				
7	\$	60,447	\$	62,870				
8	\$	62,260	\$	64,756				
9	\$	64,128	\$	66,699				
10	\$ \$ \$	66,052	\$	68,700				
11	\$ \$ \$	68,034	\$	70,761				
12	\$	70,075	\$	72,884				
13	\$	72,177	\$ \$	75,071				
14	\$	74,342	\$	77,323				
15	\$	76,572	\$	79,643				
16	\$	76,572	\$	80,439				
17	\$	76,572	\$	81,243				
18	\$	76,572	\$	82,055				
19	\$	76,572	\$	82,876				
20	\$	76,572	\$	83,705				
21	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	76,572	\$	84,542				
22	\$	76,572	\$	85,387				
23	\$	76,572	\$	87,095				
24	\$	76,572	\$	87,966				
25	\$	76,572	\$ \$	88,846				
26	\$	76,572	\$	90,346				
27	\$	76,572	\$	91,846				
28	\$	76,572	\$	93,346				
29	\$ \$ \$	76,572	\$ \$ \$	94,846				
30	\$	76,572	\$	96,346				

Stipends: \$1000 Masters/National

Board Certification

Employee may be required to travel between sites/schools.

Board Approved: Board Amended:

RSA Special Education/MTSS Employees

SCHOOL PSYCHOLOGIST

PROPOSED 2022-2023

Effective July 1, 2022 182 Work Days

Step	6	0 Units	Daily			
1	\$	73,920	\$	406.15		
2	\$	74,104	\$	407.17		
3	\$	75,364	\$	414.09		
4	\$	75,891	\$	416.99		
5	\$	78,965	\$	433.88		
6	\$	81,058	\$	445.37		
7	\$	83,165	\$	456.95		
8	\$	85,327	\$	468.84		
9	\$	87,588	\$	481.26		
10	\$	89,296	\$	490.64		
16+	\$	91,573	\$	503.14		

Board Certified Behaivor Analyst - \$1,500 Marriage/Family Therapist - \$1,500 Masters Stipend - \$1,000

Employees who are working to complete the internship requirement for a PPS credential in school

Classified School Psychologist Intern: \$54,000/Year*

*This classified salary is based on a 193-day calendar: 182 work days + 11 paid holidays

Employee may be required to travel between sites/schools.

Redding School of the Arts COUNSELOR/NURSE/SPEECH & LANGUAGE PATHOLOGIST

PROPOSED 2022-2023

Effective July 1, 2022

Step	60) Units	75 Units				
1	\$	52,000	\$	52,520			
2	\$	52,780	\$	53,570			
3	\$	53,308	\$	54,641			
4	\$ \$	54,108	\$	56,112			
5	\$	55,731	\$	57,712			
6	\$	57,403	\$	59,386			
7	\$ \$	59,125	\$ \$	61,108			
8	\$	60,899		63,888			
9	\$ \$	63,030	\$ \$	65,709			
10	\$	64,921	\$	67,581			
11	\$	66,869	\$	69,507			
12	\$	68,206	\$	70,788			
13	\$	69,570	\$	72,488			
14	\$	71,657	\$ \$	74,591			
15	\$	73,807	\$	76,769			
16	\$	76,021	\$	78,460			
17	\$	76,021	\$ \$	79,409			
18	\$	76,021	\$	80,362			
19	\$	76,021	\$ 81,343				
20	\$	76,021	\$	82,326			
21 22	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	76,021	\$ \$	83,323			
22	\$	76,021	\$	84,339			
23	\$	76,021	\$	85,359			
24	\$	76,021	\$	86,400			
25	\$ \$ \$	76,021	\$	87,455			
26	\$	76,021	\$	88,955			
27	\$	76,021	\$	90,455			
28	\$	76,021	\$	91,955			
29	\$ \$ \$ \$	76,021	\$	93,455			
30	\$	76,021	\$	94,955			

Stipends: \$1000 Masters/National

Board Certified

		n School Co 2022-2023 Sala	rv Schedule
		ective July 1, 202	
		200 Days	
		,	
	Step	BA 60+	BA 75+
	1	57,143	57,714
	2	58,000	58,868
	3	58,580	60,045
	4	59,459	61,662
	5	61,243	63,420
	6	63,080	65,259
	7	64,973	67,152
	8	66,922	70,207
	9	69,264	72,208
	10	71,342	74,265
	11	73,482	76,381
	12	74,952	77,789
	13	76,451	79,657
	14	78,744	81,968
	15	81,107	84,362
	16	83,540	86,220
	17	83,540	87,263
	18	83,540	88,310
	19	83,540	89,388
	20	83,540	90,468
	21	83,540	91,564
	22	83,540	92,680
	23	83,540	93,801
	24	83,540	94,945
	25	83,540	96,104
	26	83,540	97,753
	27	83,540	99,401
X	28	83,540	101,049
	29	83,540	102,698
	30	83,540	104,346
	*Masters Stiper	nd \$1000	

RSA Special Education/MTSS Employee Classified Occupational Therapist

PROPOSED 2022-2023

Effective July 1, 2022

193 Days (182 Work Days + 11 Paid Holidays

Step	6	0 Units	75 Units			
1	\$	52,000	\$	52,520		
2	\$	52,520	\$	53,570		
3	\$ \$	53,570	\$	54,641		
4	\$	54,641	\$	55,734		
5	\$	56,007	\$	57,127		
6	\$	57,407	\$	58,698		
7	\$	58,842	\$	60,312		
8	\$	60,607	\$	62,724		
9	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	63,031	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	64,606		
10	\$	64,764	\$	66,544		
11	\$	66,545	\$	69,516		
12	\$	68,375	\$	70,454 72,498		
13	\$	70,255	\$	72,498		
14	\$	72,187	\$	74,600		
15	\$	72,187 74,172 74,601	\$	76,465		
16	\$	74,601	\$	77,405		
17	\$	74,601	\$	77,595 78,548		
18	\$	74,601	\$	78,548		
19	\$	74,601	\$	79,514		
20	\$	74,601	\$ \$	80,491		
21	\$	74,601	\$	81,482		
22	\$	74,601	\$	82,483		
23 24	\$	74,601	\$	83,499 84,527		
24	\$	74,601	\$	84,527		
25	\$	74,601	\$	85,568		
26	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	74,601	\$ \$ \$ \$ \$ \$	87,068		
27	\$	74,601	\$	88,568		
28	\$	74,601	\$	90,068		
29	\$	74,601	\$	91,568		
30	\$	74,601	\$	93,068		

Stipends: \$1000 Masters/National Board

Certified

Employee may be required to travel betwwen sites/schools

Board Approved:

Amended:

Clasified Salary Schedule for 2022/23

PROPOSED

						Elec	ct *
Step	Α	В	С	D	Е		F
1	\$ 15.45	\$ 15.60	\$ 15.76	\$ 17.63	\$ 23.11	\$	29.25
2	\$ 15.47	\$ 15.63	\$ 15.78	\$ 18.09	\$ 23.74	\$	34.25
3	\$ 15.50	\$ 15.66	\$ 15.81	\$ 18.57	\$ 24.39	\$	39.25
4	\$ 15.52	\$ 15.68	\$ 16.17	\$ 19.07	\$ 25.07		
5	\$ 15.54	\$ 15.90	\$ 16.59	\$ 19.58	\$ 25.76		
6	\$ 15.56	\$ 16.33	\$ 17.03	\$ 20.11	\$ 26.46		
7	\$ 15.65	\$ 16.76	\$ 17.47	\$ 20.65	\$ 27.19		
8	\$ 15.72	\$ 17.20	\$ 17.93	\$ 21.21	\$ 27.94		
9	\$ 15.80	\$ 17.43	\$ 18.18	\$ 21.50	\$ 28.34		
10	\$ 15.88	\$ 17.66	\$ 18.41	\$ 21.77	\$ 28.73		
11	\$ 16.04	\$ 17.88	\$ 18.66	\$ 22.08	\$ 29.13		
12	\$ 16.20	\$ 18.14	\$ 18.91	\$ 22.38	\$ 29.52		
13	\$ 16.22	\$ 18.36	\$ 19.16	\$ 22.69	\$ 29.94		
14	\$ 16.24	\$ 18.60	\$ 19.47	\$ 22.99	\$ 30.36		
15	\$ 16.27	\$ 18.86	\$ 19.67	\$ 23.31	\$ 30.78		
16	\$ 16.27	\$ 19.10	\$ 19.95	\$ 23.60	\$ 31.23		
17	\$ 16.27	\$ 19.36	\$ 20.22	\$ 23.96	\$ 31.65		
18	\$ 16.27	\$ 19.36	\$ 20.22	\$ 24.28	\$ 32.09		
19	\$ 16.27	\$ 19.36	\$ 20.22	\$ 24.28	\$ 32.19		
20	\$ 16.27	\$ 19.36	\$ 20.22	\$ 24.28	\$ 32.29		

RSA - Categories

Grade A - Classroom Aide I, Yard Duty, Office Assistance, After School Assistant I

Grade B - Clerk, Class Aide II, Yard Dtuy Supervisor, After SchoolCare Assistant II, Custodian, IT Assistant

Grade C - Receptionist, Special Education Para, After School Supervisor

Grade D - Payroll, Attendance, School Secretary, Lead Para SpEd, Theater Tech, Facilities Assistant

Grade E - Administrative Assistant, Office Manager, IT Supervisor, Facilities Assistant Supervisor

Grade F - Speciality Paraprofessionals i.e. Mandarin, Drama, etc. applies to those working

* Elective Not Step related

* Elective Hourly Substitute Pay Rate: \$25.00

Stipends: \$250 AA Degree

\$500 BA Degree

RSA Board Approved: Board Amended:

Redding School of the Arts, Inc. California Not for Profit Corporation

Policy Review & Amendments

SUBJECT: Agenda Item 2.2 – COVID-19 Vaccination Verification &

Testing Requirements

PREPARER: Lane Carlson

RECOMMENDATION: Discussion/Action

BACKGROUND:

The board plans to revisit the COVID-19 Vaccination Verification & Testing Requirements policy, that was previously adopted on 11/9/2021, and discuss possible changes. The policy states "All Employees, regardless of their vaccination status, must submit to COVID-19 testing at least once per week as a condition of entering school property or performing job duties in-person".

- ➤ See Attached COVID-19 Vaccination & Testing Policy
- ➤ See Attached COVID-19 Vaccination & Testing Policy FQA
- ➤ See Attached 8/11/2021 CDPH Vaccine Verification for Workers in Schools



REDDING SCHOOL OF THE ARTS

COVID-19 Vaccination Verification and Testing Policy

I. Purpose

Redding School of the Arts ("School") adopts this COVID-19 Vaccination Verification and Testing Policy for Employees ("Policy") in accordance with the state's requirements to verify employee vaccination status. Specifically, on August 11, 2021, the California Department of Public Health ("CDPH") issued an order mandating that all public and private schools serving students in transitional kindergarten through grade 12 verify the vaccination status of school employees and establish diagnostic screening testing of unvaccinated employees to minimize the risk that they will transmit COVID-19 while on school campuses ("CDPH Order").

This Policy provides the School community with information on the School's policies and procedures as it relates to verifying employee vaccination status and conducting periodic COVID-19 testing. This Policy shall be implemented in a manner that is consistent with applicable federal, state, and local laws, as well as applicable public health guidance, including, but not limited to, those from the Centers for Disease Control and Prevention ("CDC"), the California Department of Fair Employment and Housing ("DFEH"), the California Division of Occupational Safety and Health ("Cal/OSHA"), and the California Department of Public Health ("CDPH").

The School is committed to a safe and meaningful return to full in-person learning and work environment for our students, staff, and School community. In addition to this Policy, the School has implemented various health and safety protocols, including universal masking requirement, to support successful return to full in-person instruction. The School community shall continue to comply with the School's existing policies. This Policy is intended to supplement those policies, procedures, and protocols.

II. Scope

This Policy applies to all School employees who enter school property for any period of time, or have contact with any staff, students, or other School members, including parents and contractors, for any reason, including extracurricular activities and school sponsored events that occur off school property.

This Policy applies to COVID-19 vaccines that are currently available to the public and approved by the U.S. Food and Drug Administration ("FDA"), including the FDA approved Pfizer-BioNTech vaccine and vaccines that have been issued Emergency Use Authorization.

III. Definitions

"COVID-19 vaccine" means a vaccine approved by the FDA as safe and effective against COVID-19, including any FDA-approved booster that may be required to maintain safety and efficacy.

"Employee" means an individual who is employed by the School.

"Fully vaccinated" means an individual who has received, at least 14 days prior, either the second dose of a vaccine in a two-dose series (e.g., Pfizer-BioNTech, Moderna, or a vaccine authorized by the World Health Organization), or a single-dose vaccine (e.g., Johnson and Johnson [J&J]/Janssen).

"Incompletely vaccinated" means an individual who has received at least one dose of a two-dose COVID-19 vaccine but does not meet the definition of fully vaccinated.

"Unvaccinated" means an individual who has not received any doses of COVID-19 vaccine or whose vaccination status is unknown.

"WHO Yellow Card" refers to the original World Health Organization International Certificate of Vaccination or Prophylaxis issued to the individual following administration of the COVID-19 vaccine in a foreign country.

IV. Employees Interested in Becoming Fully Vaccinated

At this time, the School is not requiring employees to become vaccinated. However, for those employees who are interested in receiving the COVID-19 vaccine, the School will provide employees with information regarding the operational logistics of such vaccination opportunities as applicable (e.g., opportunities to schedule vaccinations during the workday, reimbursement for mileage, etc.).

V. <u>Verification Process: Proof of Vaccinations</u>

An employee's vaccination status must be documented before entering school property and/or performing job duties in-person. The following forms of proof of vaccinations are permitted:

- COVID-19 Vaccination Record Card issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card1, which includes the name of the person vaccinated, the type of vaccine provided, and date doses administered;
- 2. A photo of a vaccination card as a separate document;
- 3. A photo of the employee's vaccine card stored on a phone or electronic device;
- 4. Documentation of vaccination from healthcare provider; or

5. Documentation of vaccination from other contracted employers who follow the CDPH vaccination record guidelines and standards.

The School will maintain records of the vaccination status of its employees in a confidential manner and in accordance with the CDPH Order. However, the records may be made available, upon request, to the local public health department for purposes of an investigation, as may be required by applicable law.

The School further reserves the right to request proof of both the first and second vaccination doses for COVID-19, if applicable. Employees for whom vaccine status is unknown or documentation is not provided will be considered unvaccinated for purposes of this Policy. In that case, the employee will be considered unvaccinated and must comply with the testing requirements set forth in this Policy.

Employees need not provide more information than necessary to confirm proof of vaccination. If any such documentation may include disability-related medical information, employees should omit such medical information.

VI. <u>Testing for COVID-19</u>

All Employees, regardless of their vaccination status, must submit to COVID-19 testing at least once per week as a condition of entering school property or performing job duties in-person.

Employees must be tested using either a PCR or antigen test, which must either have Emergency Use Authorization by the FDA or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Employees may be required to submit to a PCR test even if the employee has already taken an antigen test.

All employees, regardless of their vaccination status, must also observe all other infection control requirements in accordance with federal, state, and local laws, and are not exempted from the testing requirement even if they have a medical contraindication to vaccination, since they are still potentially able to spread the illness. Previous history of COVID-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for COVID-19, **do not** waive this requirement for testing.

The School will ensure that it has appropriate measures in place to track test results and conduct appropriate workplace contact tracing.

VII. Requests for Accommodations

Employees who are unable to comply with the testing requirement under this Policy due to a qualifying disability or sincerely held religious belief must contact Human Resources to request a reasonable accommodation in writing. Upon receipt of the request, the School will engage in an interactive process with the employee and work to identify any possible accommodations. During this time, the employee will be not be permitted to enter school property or perform job duties in-person. This time off will be unpaid. As part of the interactive process, if the employee is requesting a medical exemption to the School's Policy, the School will request a medical certification from the employee's health care provider that documents the basis for the

requested accommodation (without disclosing the underlying condition or diagnosis), including a certification that the individual cannot undergo COVID-19 testing due to the employee's disability. In such an instance, the School will determine what, if any, reasonable accommodations exist, including, but not limited to, an unpaid leave of absence.

In addition, the School may not approve a reasonable accommodation should the accommodation result in a direct threat to the health and safety of others in the workplace or to the employee, and/or if the accommodation will cause an undue hardship for the School.

VIII. <u>Enforcement</u>

Employees who refuse to undergo regular COVID-19 testing, will be excluded from school property and/or workplace pending compliance with this Policy.

Employees who refuse to comply with this Policy and are not otherwise eligible for a reasonable accommodation to the testing requirement consistent with applicable law may, depending on their position, be placed on unpaid/inactive status until they comply.

IX. Existing Health and Safety Protocols

Consistent with the School's health and safety protocols, including COVID-19 Injury and Illness Prevention Plan), and until guidance from federal, state, and local public health agencies is revised, all employees must continue to abide by all COVID-19 health and safety protocols, regardless of vaccination status. This includes, but is not limited to, continued use of facial coverings, frequent hand washing, and social distancing practices. This Policy does not supersede existing School policies governing COVID-19 related health and safety protocols.

X. <u>Disclaimer</u>

As public health and legal guidance regarding COVID-19 vaccinations and testing evolve, the School reserves the right to revise this Policy. Upon any revision to this Policy, the School will provide immediate notice in writing.

Should you have any questions regarding this Policy, you may contact Margaret Johnson, Executive Director, at 955 Inspiration Place, Redding, CA 96003. This Policy has been approved by Redding Charter Schools' Board of Directors and cannot by changed by a sole executive administrator.

Board Adopted: 11/10/2021



COVID-19 Vaccination Verification and Testing Requirements Frequently Asked Questions

PURPOSE

Redding School of Arts ("School") provides this Frequently Asked Questions ("FAQ") to its workers regarding its COVID-19 Vaccination Verification and Testing Policy for Workers ("Policy"). The Policy and this FAQ are in response to the California Department of Public Health's ("CDPH") order mandating that all public and private schools serving students in transitional kindergarten through grade 12 verify the vaccination status of school workers and establish diagnostic screening testing no later than October 15, 2021 ("CDPH Order"). This FAQ is intended for guidance purposes only and may be revised or modified at a later time.

QUESTIONS AND ANSWERS

1. When does the School's COVID-19 Vaccination Verification and Testing Policy for Workers ("Policy") go into effect?

The Policy goes into effect immediately. All workers must submit appropriate documentation that they are fully vaccinated as soon as possible, but no later than September 10, 2021. Weekly COVID-19 testing will begin no later than September 16, 2021, for workers who are not fully vaccinated or otherwise fail to provide appropriate documentation showing that they are fully vaccinated. Any employee hired after the deadline must submit acceptable proof of vaccination before their first day of employment or submit to weekly COVID-19 testing in accordance with the School's testing schedule. If a worker has tested positive, they will not have to test for 90 days from their positive test.

2. Who does this Policy apply to?

All school workers. "Workers" include all paid and unpaid adults serving in the school setting, which can include, but is not limited to, administrators, office staff, certificated and classified staff, and volunteers who are on-site at a school campus supporting school functions.

3. Am I required to get vaccinated under this Policy?

No. At this time, workers are not required to be vaccinated as a condition of entering school property or providing in-person services. However, if a worker is not fully vaccinated and/or has not provided the School with acceptable documentation establishing that the worker is fully vaccinated, the worker must submit to weekly COVID-19 testing.

4. Does the Policy, including the COVID-19 testing requirements, apply to workers who split their work time between home and workplace?

Yes. Workers who are expected to perform any portion of their duties in the workplace (i.e., on any school campus or facility) must comply with the School's Policy.

5. May the School require all workers physically entering the workplace show proof of vaccination status and/or require regular COVID-19 testing?

Yes. Per the CDPH Order, the School is required to verify vaccination status of its workers and conduct COVID-19 diagnostic screening testing for unvaccinated workers.

In addition, with respect to employees, the equal employment laws do not prevent an employer from requiring all employees physically entering the workplace to show proof of vaccination status or to submit to COVID-19 testing. The School will engage in the interactive process with an employee to determine, what, if any, reasonable accommodations exist for employees that have a disability that prevents them from submitting to weekly COVID-19 testing, up to and including, an unpaid leave of absence.

6. How often are unvaccinated workers required to submit to COVID-19 testing?

Workers who are not fully vaccinated will be required to submit to COVID-19 testing at least once per week. If a worker has tested positive, they will not have to test for 90 days from their positive test. Workers will either submit to a PCR or antigen testing. There may be a situation where a worker who has undergone an antigen test may also be required to submit to a PCR test to ensure accuracy of test results. For example, if a worker tests negative on the antigen test, but has COVID-19 symptoms, he/she may be required to submit to a PCR test.

7. Is the School permitted to ask for documentation that the worker is fully vaccinated?

Yes. The School is required to ask workers for documentation showing that they are fully vaccinated. The School will ensure that any record of a worker's vaccination status will be maintained in a confidential manner and in accordance with the CDPH Order.

8. Am I required to disclose my vaccination status?

No. In response to the School's inquiry, you can decline to provide your vaccination status. However, you will be required to submit to periodic COVID-19 testing, as the School must consider you as unvaccinated for purposes of this Policy.

9. If I state that I am not fully vaccinated, do I need to give a reason?

No. The School will not ask you why you are not vaccinated, nor are you expected to provide an explanation as to why you are not fully vaccinated. You can decline to state whether you are fully vaccinated without providing any reason or explanation.

10. What documentation may I submit to show proof of vaccination?

The following forms of documentation may be submitted to show proof of vaccination:

- COVID-19 Vaccination Record Card issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card1, which includes the name of the person vaccinated, the type of vaccine provided, and date doses administered;
- 2. A photo of a vaccination card as a separate document;
- 3. A photo of the worker's vaccine card stored on a phone or electronic device;
- 4. Documentation of vaccination from healthcare provider; OR
- 5. Documentation of vaccination from other contracted employers who follow the CDPH vaccination record guidelines and standards.

11. What if an employee is being rude or treating me differently because I am not vaccinated?

Employees must respect their colleagues and act professionally towards everyone they encounter at the workplace. While an individual's unvaccinated status does not in and of itself implicate applicable equal employment laws, the expectation is that everyone follows workplace standards of conduct and rules of professionalism. If you have concerns about an employee's conduct, please refer to the Conflict Resolution Policy in the Employee Handbook for more information.

12. If I am an employee and unable to undergo weekly COVID-19 testing due to a disability, what should I do?

If you are a School employee and believe you have a qualifying disability that prevents you from undergoing weekly COVID-19 testing, please notify Human Resources as soon as possible to explore your options. The School will request a certification from your healthcare provider certifying that the due to a medical disability you are unable able to undergo testing. If sufficient documentation is provided, the School will explore alternative options as noted above.

13. What if I refuse to comply with the School's weekly COVID-19 testing requirement and I do not otherwise qualify for an exemption?

In this instance, workers who are not fully vaccinated and refuse to undergo weekly COVID-19 testing will not be permitted to enter school property or otherwise provide in-person services.

In addition, employees who refuse to comply with this Policy and are not otherwise eligible for a reasonable accommodation to the testing requirement consistent with applicable law may, depending on their position, be placed on unpaid leave or inactive status until they comply.

14. If I am fully vaccinated, do I still need to wear a mask?

Masks are strongly recommended in an indoor setting. Current CDPH guidance strongly recommends that all individuals, regardless of vaccination status, wear masks when they are indoors in a school setting.

15. Does wearing a mask disclose confidential medical information (i.e., I am not vaccinated)?

No. Wearing a mask does not disclose medical information to others. As explained above, CDPH requires all School workers, regardless of vaccination status, to wear face masks when in an indoor setting.

16. If I had COVID-19 in the last 90 days and I am vaccinated or not vaccinated, do I still need to undergo weekly COVID-19 testing?

No, workers who are vaccinated or not fully vaccinated and have had COVID-19 in the last 90 days do not need to-undergo regularly COVID-19 testing even if the worker has COVID-19 antibodies.

17. Do workers need to pay for the COVID-19 testing?

No. The School will conduct weekly COVID-19 testing free of charge to all workers.

18. Where can I go to get the COVID-19 vaccine?

Workers may get the COVID-19 vaccine through their healthcare provider or facilities located in the community, such as a local pharmacy. You can seek a vaccination appointment online at www.vaccines.gov or by calling (800) 232-0233.

19. Where can I get more information regarding COVID-19 vaccines?

There are various resources on COVID-19 through federal and state agencies, including the Center for Disease Control and the California Department of Public Health. Here are just a few:

- Key Things to Know About COVID-19 Vaccines: https://www.cdc.gov/coronavirus/2019-ncov/vaccines/keythingstoknow.html.
- Getting Your COVID-19 Vaccine: https://www.cdc.gov/coronavirus/2019-ncov/vaccines/your-vaccination.html.
- Types of COVID-19 Vaccines: https://www.cdc.gov/coronavirus/2019-ncov/vaccines/different-vaccines.html.
- CDC FAQs: https://www.cdc.gov/coronavirus/2019-ncov/vaccines/faq.html.

20. Who may workers contact if they have any questions about the School's Policy?

Should you have any questions regarding this Policy, you may contact Margaret Johnson, Executive Director, at mjohnson@rsarts.org. This Policy has been approved by School's Board of Directors and cannot by changed by a sole executive administrator.



State of California—Health and Human Services Agency California Department of

California Department of Public Health



August 11, 2021

TO: All Californians

SUBJECT: Vaccine Verification for Workers in Schools

Related Materials: Vaccine Verification for Workers in Schools - Q&A

State Public Health Officer Order of August 11, 2021

The COVID-19 pandemic remains a significant challenge in California. COVID-19 vaccines are effective in reducing infection, serious disease, hospitalization, and death. At present, 63% of Californians 12 years of age and older are fully vaccinated with an additional 10% partially vaccinated. Children under the age of 12 are not currently eligible for any authorized vaccines.

California is currently experiencing the fastest increase in COVID-19 cases during the entire pandemic with 22.7 new cases per 100,000 people per day, with case rates increasing tenfold since early June. The Delta variant, which is two times more contagious than the original virus, is currently the most common variant causing new infections in California.

Unvaccinated persons are more likely to get infected and spread the virus, which is transmitted through the air. Most current hospitalizations and deaths are among unvaccinated adults. Almost all K-6th graders are unvaccinated and will not be eligible for vaccines at the outset of the 2021-22 school year. Additionally, although some 7-12th grade students will be fully vaccinated by the start of the school year, many will not. As of August 10, 2021, less than 41% of Californians 12 to 17 years old were fully vaccinated.

California is committed to safe, full, in-person learning for all in K-12 schools, following strong public health science. For example, California has implemented a universal masking requirement in all K-12 schools, as well as recommendations around testing strategies for K-12 schools, to support the successful return to full in-person instruction at the outset of the school year, as well as minimizing missed school days.

Vaccination against COVID-19 is the most effective means of preventing infection with the COVID-19 virus, and subsequent transmission and outbreaks. Current CDPH K-12 guidance strongly recommends vaccination for all eligible individuals, thereby reducing COVID-19 rates throughout the community, including in schools, and creating a wrap-around safety layer for unvaccinated students. This Order, consistent with this recommendation,

requires verification of vaccination status among eligible K-12 school workers, and establishes diagnostic screening testing of unvaccinated workers to minimize the risk that they will transmit while on K-12 school campuses, where a majority of students are not vaccinated and younger students are not yet eligible for vaccines.

Schools may use funds received from multiple sources to address costs associated with employee vaccination verification and COVID-19 diagnostic screening testing, including Elementary and Secondary School Emergency Relief Fund (ESSER) I, II, and III; Governor's Emergency Education Relief Fund (GEER) I and II; and In-Person Instruction Grants (AB 86). Additionally, the California Department of Public Health provides access to subsidized COVID-19 testing for schools through specified partners.

For these reasons, in order to prevent the further spread of COVID19 in K-12 schools, the following temporary and limited public health measures are necessary at this time.

I, as State Public Health Officer of the State of California, order:

- I. This Order applies to the following facilities: public and private schools serving students in transitional kindergarten through grade 12, inclusive, except that it does not apply to home schools. Further, it does not apply to child care or to higher education.
- II. All schools identified in this Order must verify vaccine status of all workers.
 - A. Pursuant to the CDPH Guidance for Vaccine Records Guidelines & Standards, only the following modes may be used as proof of vaccination:
 - COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered); OR
 - 2. a photo of a Vaccination Record Card as a separate document; OR
 - 3. a photo of the client's Vaccination Record Card stored on a phone or electronic device; OR
 - 4. documentation of COVID-19 vaccination from a health care provider; OR
 - 5. digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type; OR
 - 6. documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, a school may accept the documentation presented as valid.

- B. Schools must have a plan in place for tracking verified worker vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.
- C. Workers who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated.

III. Testing requirements:

A. Asymptomatic **unvaccinated** or incompletely vaccinated workers are **required to undergo** diagnostic screening testing.

B. Workers may be tested with either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated workers must be tested **at least once**weekly with either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

C. Unvaccinated or incompletely vaccinated workers must also observe all other infection control requirements, and are not exempted from the testing requirement even if they have a medical contraindication to vaccination, since they are still potentially able to spread the illness. Previous history of COVID-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for COVID-19, **do not** waive this requirement for testing.

D. Schools with workers required to undergo workplace diagnostic screening testing should have a plan in place for tracking test results and conducting workplace contact tracing, and must report results to local public health departments. There are IT platforms available that can facilitate these processes for schools.

IV. Definitions: For purposes of this Order, the following definitions apply:

A. "Fully Vaccinated" means individuals who are considered fully vaccinated for COVID-19: two weeks or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or vaccine authorized by the World Health Organization), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson [J&J]/Janssen). COVID-19 vaccines that are currently authorized for emergency use:

- 1. By the US Food and Drug Administration (FDA), are listed at the FDA COVID-19 Vaccines webpage
- 2. By the World Health Organization (WHO), are listed at WHO COVID-19 Vaccines webpage
- B. "Incompletely vaccinated" means persons who have received at least one dose of COVID-19 vaccine but do not meet the definition of **fully vaccinated**.
- C. "Transitional Kindergarten" means the first year of a two-year kindergarten program that uses a modified kindergarten curriculum that is age and developmentally appropriate.
- D. "Unvaccinated" means persons who have not received any doses of COVID-19 vaccine or whose status is unknown.
- E. "WHO Yellow Card" refers to the original World Health Organization International Certificate of Vaccination or Prophylaxis issued to the individual following administration of the COVID-19 vaccine in a foreign country.
- F. "Worker" refers to all paid and unpaid adults serving in the school settings described in Section I. Workers include, but are not limited to, certificated and classified staff, analogous staff working in private school settings, and volunteers who are on-site at a school campus supporting school functions.

V. The Terms of this Order supersede any conflicting terms in any other CDPH orders, directives, or guidance.

VI. Except to the extent this Order provides otherwise, all other terms in my Order of June 11, 2021 remain in effect and shall continue to apply statewide.

VII. This Order shall take effect on August 12, 2021, at 12:01 am. Facilities must be in full compliance with the Order by October 15, 2021.

VIII. This Order is issued pursuant to Health and Safety Code sections 120125, 120140, 120175,120195 and 131080 and other applicable law.

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Tomás J. Aragón, MD, DrPH

Policy Review & Amendments

SUBJECT: Agenda Item 2.3 – Policy Amendments

2.3.1 School Board Meetings - Brown Act Compliant – *Board Policy*

2.3.2 Library Collection Management Policy – *Curriculum &*

Instruction Policy

PREPARER: Margaret Johnson

<u>RECOMMENDATION</u>: Discussion/Action to Approve Amended Policy

BACKGROUND:

The School Board Meetings - Brown Act Compliant policy has been amended to reflect new guidelines on teleconferencing rules during state of emergencies.

The Library Collection Management Policy has been amended to reflect a more comprehensive written policy that guides the selection, deselection or weeding, and reconsideration of library resources.

> See Attached Amended Policies

REFERENCE:

RSA Policies & Procedures/Governing Board Policies/Policy Adoption

School Board Meetings – Brown Act Compliant

I. <u>Types of Meetings</u>

A. Regular Meetings

Regular meetings of the Board of Directors of Redding School of the Arts ("Board") shall be held consistent with the calendar for such meetings as established by the Board each year.

If at any time any regular meeting falls on a holiday, (Federal, State or local), such regular meeting shall be held on the next business day.

When required by law, meetings of advisory committees or standing committees, for which an agenda is posted at least 72 hours in advance of the meeting in accordance with law, shall be considered regular Board meetings.

B. Special Meetings

Special meetings may be called on an as-needed basis by the Board President or a majority of the members of the board, consistent with legal requirements.

C. <u>Emergency Meetings</u>

Emergency meetings may be called by a Board majority when an emergency situation arises involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities in accordance with law.

II. Notification of Meetings

A. Regular Meetings

Notice of the time and place of regular meetings, along with the agenda and supporting documentation, will be provided to all Board members and those persons or entities who have previously requested notice of such meetings, not later than 72 hours prior to a regular meeting. The notice and agenda will also be posted in a location that is freely accessible to members of the public not later than 72 hours prior to a regular meeting.

The notice and agenda will be posted on the School's website on the School's Website homepage through a prominent, direct link. The direct link shall not be in a contextual menu. [The agenda shall be posted in an open format that meets all of the following requirements: 1) retrievable, downloadable, indexable, and electronically searchable by commonly used internet search applications; 2) platform independent and machine readable; 3) available to the public free of charge and without any restriction that would impede the reuse or redistribution of the agenda.

It is the Director's responsibility to provide notice and copies of the agenda and supporting documentation for regular meetings.

B. Special Meetings

Notice of the time and place of special meetings, along with the agenda and supporting documentation, will be provided to all Board members and those persons who have previously requested notice of such meetings, not later than 24 hours prior to a special meeting. Board members and media outlets (local newspapers, radios and/or television stations), that have requested notice in writing, will be provided written notice delivered personally or by any other means to ensure receipt at least 24 hours before the time of the special meeting. The agenda packet will be mailed to all other persons requesting a copy of the agenda and supporting documents under Government Code section 54954.1 at the time the materials are distributed to all members of the Board if possible or, if not a majority of the Board.

The notice and agenda will be posted on the School's website in line with the posting requirements described for Regular meetings and in a location that is freely accessible to members of the public not later than 24 hours prior to a special meeting.

It is the Director's responsibility to provide notice and copies of the agenda and supporting documentation for special meetings. The agendas will be posted on the School's primary website homepage accessible through a prominent, direct link.

C. <u>Emergency Meetings</u>

In the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, notice to the Board will be provided as soon as is reasonably practicable under the circumstances. All media outlets that have requested notice of special meetings shall be notified one hour prior to the emergency meeting, or in the case of a dire emergency, at or near the time that the Board members are notified of the emergency meeting. The notice shall be given by telephone and all telephone numbers provided by the media outlet in the request for notice shall be exhausted. If telephones are not working, the notice requirement is waived and the media shall be notified of the fact of the holding of the emergency meeting, the purpose of the meeting and any action taken at the meeting as soon after the meeting as possible.

III. Agendas

A. <u>Preparation of Agenda and Process</u>

The Director shall be responsible for preparing the agendas for all meetings of the Board.

The Director shall include on the agenda items that relate to school business as are requested for inclusion by Board members, and determined by the Director to be appropriate for discussion at that meeting. In addition, a member of the public may request that a topic directly related to school business be placed on the agenda. The Director and/or Board President shall determine, in his/her discretion, whether the public request is or is not an item directly related to school business. No public-requested item shall be placed on the agenda if it is repetitive of a previous item placed on an agenda and considered by the Board.

Requests for items to be included on the agenda by Board members, school employees or members of the public shall be in writing and submitted to the Director's office no later than seven (7) working days prior to the next regularly scheduled Board meeting.

At a Board meeting, Board members or the Director may request that a topic be placed on the agenda, which topic had been recently considered and acted upon by the Board, provided there is new and relevant information on the topic. Discussion at the meeting is limited to determination of whether to reconsider the agenda topic at the next Board meeting.

B. Contents of the Agenda

In preparing the agenda, the Director shall include the following:

- ➤ Time and location of the meeting, including, if applicable, any teleconferencing location(s);
- ➤ A brief general description of all items of business to be transacted or discussed at the meeting, including those items to be discussed in closed session; Closed session items must be described in accordance with Government Code section 54954.5;
- An opportunity for members of the public to directly address the Board in accordance with the Board's public comment policy (addressed below);
- ➤ If teleconference locations are being utilized, an opportunity for members of the public to address the Board directly at each teleconference location; and
- ➤ Information regarding how, to whom and when a request for disability related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting.

IV. Supporting Information Relating to Agenda Items

The Director is responsible for preparing all supporting information that may accompany each agenda topic originating from the administration or the Board. The purpose of preparing supporting information is to facilitate decision-making on the part of the Board members by having available to them in advance of Board meetings comprehensive data pertaining to each agenda topic. The supporting information shall accompany the agenda and be delivered to the Board members concurrently with the agenda.

If supporting materials are distributed to Board members during a public meeting, such materials will be made available for public inspection at the meeting if prepared by the Director. If such materials are prepared by some other person, they shall be made available after the meeting at which they were distributed. The Board may charge a fee or deposit for a copy of such materials.

These materials will be made available in appropriate alternative formats upon request by a person with a disability, as required by the Americans with Disabilities Act (42 U.S.C. § 12132).

No surcharge will be imposed on persons with disabilities in violation of the Americans with Disabilities Act.

Members of the public who request to have a topic placed on the agenda are encouraged to submit, in writing, supporting information detailing their reason for having the topic placed on the agenda and what is being requested of the Board. This is intended to provide background information for Board members to help expedite the Board's handling of the topic at the Board meeting.

V. Board Meetings

A. Open Session

All regular, special and emergency meetings of the Board shall be open to the public and the media, except Closed Sessions as authorized by law.

B. Public Participation at Meetings

Public comment generally: At a regular meeting, any person may address the Board concerning any item on the agenda and any other matters under the Board's jurisdiction. At a special meeting, any person may address the Board only concerning the items on the agenda. The total time devoted to presentations to the Board on all public comment (including agenda items and non-agenda items at regular meetings) shall not exceed one-half hour, unless additional time is granted by the Board. At the discretion of the Board President, individuals may be granted 5 minutes to make a presentation to the Board. Normally, individuals will be granted 2 minutes each for public comment. Individuals who utilize a translator will be given twice the allotted time to a member of the public to ensure that non-English speakers receive the same opportunity to directly address the Board. If the Board makes available simultaneous translation equipment in a manner that allows the Board to hear the translated public testimony simultaneously, this additional time allotment does not apply.

Limits on public comment: The Board President may curtail individual presentations if repetitive of points raised by others, particularly if it appears the total allotted time may be exceeded. Any person who addresses the Board shall not make personal impertinent, slanderous or profane remarks to any Board member, staff or general public. Any person who makes such remarks, or who utters loud, threatening, personal or abusive language, or engages in any other disorderly conduct that disrupts, disturbs or otherwise impedes the orderly conduct of any Board meeting shall, at the discretion of the Board President or a Board majority, be barred from the audience before the Board during that meeting.

In the event that any meeting is willfully interrupted by a group(s) of persons so as to render the orderly conduct of such meeting unfeasible, and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the Board may order the meeting room cleared and continue the session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other media, if not participating in the disturbance, shall be allowed to attend any such session

Members of the public desiring Board action on an item are required to seek placement of the issue on the Board agenda in accordance with policy rather than presenting the matter during general public comment. This will facilitate discussion and expedite resolution.

Time for public comment: All public comment concerning all matters shall be heard immediately after the meeting is called to order and prior to the formal discussion of the agenda topics by the Board and consideration of action.

Recording and/or broadcasting of meeting: Persons attending an open meeting have the right to record or broadcast the proceedings with an audio or video tape recorder or a still or motion picture camera unless the Board reasonably finds that the recording or broadcast cannot continue without noise, illumination or obstruction of view that constitutes, or would constitute, a persistent disruption of the proceedings.

Requests to address the Board: Prior to the beginning of the meeting, members of the public seeking to address the Board on an item on the agenda or during time allocated for public comment shall complete the card, "Request to Address the Board" (located in the Board Meeting Room), and give it to the Board President or Board Secretary, or their designee.

C. Board Members at Meetings

Board discussion: For regular and special meetings, no action or discussion shall be taken on any item not appearing on the posted agenda. At a regular meeting, however, Board members or staff may briefly respond to statements made or questions posed by persons during public comment. At regular meetings, a Board member may, on his/her own initiative or in response to a question posed by the public, ask a question for clarification, make a brief announcement or make a brief report on his/her own activities. Additionally, a Board member may provide a reference to staff or other resources for factual information, request staff to report back to the Board at a subsequent meeting concerning any matter or take action to direct staff to place a matter of business on a future agenda,

Certain discussions prevented in special meetings and required announcements in regular meetings: The Board may not discuss in any special meetings the salaries, salary schedules or compensation paid in the form of fringe benefits of the Executive Director (or other identified head of the School). This limitation, however, does not apply to the Board calling a special meeting to discuss the School's budget. Prior to taking final action, the Board shall orally report a summary of a recommendation for a final action on the salaries, salary schedules or compensation paid in the form of fringe benefits of the School's Executive Director during the open regular meeting in which the final action is to be taken.

Exceptions in regular meetings: In regular meetings, the Board may take action on items of business not appearing on the posted agenda if any of the following conditions apply: 1) A majority of the Board determines that an emergency situation exists (as defined by Govt. Code section 54956.5); 2) A determination by a two-thirds vote of the Board members present at the meeting, or if less than two-thirds are present, a unanimous vote of those Board members present, that there is a need to take immediate action and that the need for action came to the attention of the Board after the agenda was posted; or 3) The item was properly posted for a prior meeting occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting, the item was continued to the meeting at which action is being taken. If

items are discussed under these conditions, the Board President shall publicly identify the item(s).

Board Member Participation in Social Media: In order to avoid a serial meeting, a member of the board may engage in separate conversations or communications on an internet-based social media platform to answer questions, provide information to the public, or to solicit information from the public regarding a matter that is within the subject matter jurisdiction of the board provided a majority of the members of the board do not use the internet-based social media platform to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the board that is made, posted, or shared by any other member of the board.

Closed session: Prior to holding any closed session, the Board shall disclose, in an open meeting, the item(s) to be discussed in the closed session. The disclosure may take the form of a reference to the item(s) as they are listed by number or letter on the agenda. In the closed session, the Board may consider only those matters covered in its statement.

After any closed session, the Board shall reconvene into open session prior to adjournment and make a report of any action taken in closed session and the vote or abstention of every Board member present thereon in accordance with Government Code section 54957.1.

D. Minutes of Board Meetings

Open session meetings: The minutes of open session meetings of the Board shall record all motions, show the names of Board members making and seconding motions and state the vote upon the motion, including the vote or abstention of every Board member present. In the event that Board members are participating via teleconferencing, all votes during the meeting shall be by roll call and will be reflected in the minutes. The open session minutes shall also record all resolutions, the recommendations of the administration and the substance of the Board's discussion or the substance of statements pertinent to Board's business made by members of the staff or public. The minutes shall follow the generally accepted pattern in form.

The original copy of the open session minutes shall be signed by the Secretary of the Board and approved by the Clerk. Original minutes shall be bound in chronological order, volumed by fiscal year and paged consecutively.

Closed session meetings The Board designates the Board Secretary to attend each closed session of the Board and keep and enter in a minute book a record of topics discussed and decisions made at the meeting. The minute book for closed session is not a public record subject to inspection and shall be kept confidential. The minute book shall be available only to Board members, or when otherwise required by law. The minute book may, but need not, consist of a recording of the closed session.

Minutes for Emergency Meetings: Any time an emergency meeting is held, the minutes must provide a list of persons who were notified or attempted to be notified, a copy of the roll call vote, and any actions taken at the meeting. The minutes will be posted for a minimum of 10 days in a public place as soon after the meeting as possible.

Storing the minutes: The official minutes of the Board (for open and closed sessions) shall be kept in fireproof storage. The following documents shall be bound with the official minutes and referred to in the text of the minutes to which they apply:

- ➤ Original copies of all resolutions unless required by other agencies, in which case photocopies of the originals may be substituted;
- Original copy of all budget transfers;
- Copies of any document determined by the Board to be attached to the official minutes; and
- ➤ Other documents which, in the opinion of the Secretary, are necessary to fully substantiate or record Board action.

In addition to the official minutes, an additional copy of all minutes and attached documents shall be maintained in the office of the Secretary of the Board. This set of minutes shall be bound, indexed by those categories detailed above and by subject.

VI. Quorum Requirements

A majority of the voting members of the Board shall constitute a quorum of the Board, which is necessary for the Board to transact business. All motions, in order to pass, need positive action by at least a majority of the full Board. No act of the Board is valid or binding unless a majority of all members concur therein.

Should there be less than a majority of the Board present at any meeting, the meeting shall be adjourned.

VII. Continuances and Adjournment

A. Continuances

Items appearing on agendas for regular meeting may be continued to another meeting, to be held within 5 calendar days from the date of the originally posted meeting, without triggering the requirement that the agenda item be re-posted with the requisite notice.

If the Board is holding, has noticed or ordered a hearing, at any meeting, the Board may, by order or notice, continue or recontinue to any subsequent meeting of the Board in the same manner and to the same extent that a meeting may be adjourned (see below). If the hearing is continued to a time less than 24 hours after the time specified in the order or notice of hearing, a copy of the order or notice of continuance of hearing shall be conspicuously posted on or near the door immediately following the meeting at which the continuation was adopted or made. Govt. Code § 54955.1.

B. Adjournment

The Board may adjourn any regular or special meeting to a time and place specified in an order of adjournment. Less than a quorum may so adjourn from time to time. If all members are absent from any regular meeting, the Board Secretary may declare the meeting adjourned to a stated time and place and he/she shall cause a written notice of adjournment to be given in the same manner as provided for special meetings, unless such notice is waived for special meetings. A copy of the notice of adjournment shall be conspicuously posted on or near the door of the place where the regular or special meeting was held within 24 hours after the time of adjournment. When a regular meeting is adjourned, the resulting adjourned regular meeting is a

regular meeting for all purposes. When an order of adjournment fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings.

VIII. <u>Teleconferencing Rules During a State of Emergency</u>

A. When Teleconferencing During a State of Emergency is Permissible

The School Board may hold a meeting via teleconferencing without complying with the requirements of Government Code section 54953(b)(3) in any of the following circumstances:

- The School Board holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
- The School Board holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- The School Board holds a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

B. Requirements for Teleconferenced Meetings During a State of Emergency

If the School Board holds a teleconferenced meeting during a proclaimed state of emergency, the School Board shall do all of the following:

- Give notice of the meeting and post agendas as otherwise required by the Brown Act.
- Allow members of the public to access the meeting and the agenda shall provide an opportunity for members to address the School Board directly. The agenda shall also give notice of the means by which members of the public may access the meeting and offer public comment. These opportunities may be by call-in option or an internet-based service option. No physical location will be provided to the public.
- Conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public at the board meeting.

C. Public Comment Rules

In the event of a disruption preventing the School Board from broadcasting the meeting or in the event of a disruption within the School's control that prevents the public from offering public comments using the call-in or internet-based service option, the School Board shall take no further action on items appearing on the meeting agenda until the public access to the meeting is restored. Actions taken on agenda items during a disruption that prevents the School from broadcasting the meeting may be challenged.

The School Board shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the School Board and offer comment in real time.

The public shall be granted a reasonable amount of time on each agenda item to provide public comment or to sign in to the board meeting in order to provide public comment.

D. Requirements to Continue Using Teleconferencing During a State of Emergency

If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with Government Code section 54953(b)(3), the School Board shall, not later than 30 days after teleconferencing for the first time and every 30 days thereafter, make the following findings by majority vote:

- The School Board has reconsidered the circumstances of the state of emergency.
- Any of the following circumstances exist: 1) The state of emergency continues to directly impact the ability of the members to meet safely in person; 2) State or local officials continue to impose or recommend measures to promote social distancing.

Adopted: December 11, 2008 Amended: February 11, 2020 Amended: April 19, 2022

Redding School of the Arts (RSA) Library Collection Management Policy

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Redding School of the Arts (RSA) Library Collection Management Policy

RSA Library Vision

The RSA Library provides an environment in which students develop a life-long enjoyment of reading and learning. Our students become effective locators, evaluators and users of information. Our library supports student achievement of curricular goals and objectives.

RSA Library Mission

The RSA Library maintains a collection of reading materials that engage our diverse student community and support the classroom curriculum in a welcoming, supportive and organized space.

Support for Intellectual Freedom

The RSA Library is guided by the principles set forth in the American Library Association Statements:

Library Bill of Rights

Access to Resources and Services in the School Library

Freedom to Read Statement

and

The Students' Right to Read statement of the National Council of Teachers of English

RSA Library Materials Selection Policy

RSA Library Materials Selection Policy Objectives

- To provide students and staff with materials that enrich and support the curriculum and meet the needs of a diverse school community and staff served
- To provide students with a wide range of educational materials on all levels of difficulty and in a variety of formats, with diversity of appeal, allowing for the presentation of many different points of view
- To select materials that present various sides of controversial issues, giving students an opportunity to develop analytical skills resulting in informed decisions
- To select materials in all formats, including up-to-date, high quality, varied
 literature to develop and strengthen an enjoyment of reading

RSA Library Materials Selection Policy: Responsibility for Selection

Responsibility for the selection of library materials falls to the library information specialist.

RSA Library Materials Selection Policy: Selection Criteria

Materials will

- Support and enrich the curriculum and/or students' personal interests and learning
- Meet high standards in literary, artistic, and aesthetic quality; technical aspects; and physical format
- Be appropriate for the subject area and for the age, emotional development, ability level, learning styles, and social, emotional, and intellectual development of the students for whom the materials are selected
- Incorporate accurate and authentic factual content from authoritative sources
- Earn favorable reviews in standard reviewing sources and/or favorable recommendations based on preview and examination of materials by professional personnel
- Exhibit a high degree of potential user appeal and interest
- Represent differing viewpoints on controversial issues
- Provide a global perspective and promote diversity by including materials by authors and illustrators of all cultures
- Include a variety of resources in physical and virtual formats including print and non-print such as electronic and multimedia
- Balance cost with need

Not every book in the collection will be suitable to meet the needs and/or interests of every student, but each book should meet the needs and/or interests of part of the school community.

Requests from teachers and students will be given priority, after they have been determined to meet the same criteria as other purchased books. However, it should be understood that not all requests can or will be purchased.

Considerations:

- Author and/or publisher's qualifications/reputation
- Age of material- must be published within the last twenty years, or be historically significant.
- Nonfiction- information must be current and accurate
- Responses from reviewers and critics, including but not limited to:
 - ALA's Guide to Best Reading
 - Follett Titlewave
 - Perma-Bound
 - The Horn Book
 - School Library Journal
 - Booklist
 - The New York Times Book Review
 - Kirkus Reviews
 - The Children's Book Review
 - We Need Diverse Books website
 - Young Adult Library Services Association (YALSA) Best Books for Young Adults

RSA Library Acquisitions Procedures

- In selecting for the collection, the library information specialist will evaluate available resources and curriculum needs and will consult reputable, professionally prepared aids to selection, and other appropriate sources.
- Recommendations for purchase involve administrators, staff, students, and community members, as appropriate.
- Selection is an ongoing process that will include removing materials that are no longer used or needed, adding materials, and replacing lost and worn materials that still have educational value.

RSA Library Gifts and Donations

Gifts and donations to the RSA Library are accepted with the understanding that the decision for use and disposition of the materials and/or funds will be determined using the same selection criteria as purchased materials. All materials should support the curriculum and needs of library users. Gifts and donations, like purchased resources, will be removed from the collection at the end of their useful life.

RSA Library Collection Maintenance and Weeding

The library information specialist will conduct an inventory of the school library collection on an on-going basis. The inventory can be used to determine losses and remove damaged or worn materials which can then be considered for replacement.

The library information specialist will use the **CREW** method to inform decisions about collection maintenance.

CREW stands for **C**ontinuous **R**eview, **E**valuation, and **W**eeding. The **CREW** method gives six general criteria for considering weeding an item from the collection which are summarized with the acronym **MUSTIE**.

M = Misleading—factually inaccurate

U = Ugly – worn beyond mending or rebinding

S = Superseded – by a new edition of/or by a much better book on the subject

T = Trivial – of no discernible literary or scientific merit

I = Irrelevant to the needs and interests of the library's community

E = Elsewhere – the material is easily obtainable from another library

Policy Revision

- Library policies will be reviewed for revision on a regular basis, as internal and external changes may impact its validity. The revision/update of any referenced ALA or NCTE document should result in a revision to this policy.
- This policy will not be changed while a formal challenge to a library resource is occurring.
 It is important to follow the current governing board-approved policy and process to maintain good faith with the community, complainants, and supporters.
- Revisions will occur after the final decision on the questioned material has been made.
 When a challenge has been resolved, those involved should reflect on the reconsideration experience and use new knowledge to revamp the current policy.

RSA Library Reconsideration Policy

Any student, staff or parent of Redding School of the Arts may express an informal concern or formal request for reconsideration of a library resource.

- Each complaint must first be addressed informally, then will follow the procedures of a formal request.
- Challenged materials will not be removed from the collection during the reconsideration process.

RSA Library Procedures for Handling Informal Complaints

Persons with a complaint about library print or digital resources should state their concerns to the library information specialist or principal. If staff members other than the library information specialist or principal receive a complaint, the complainant should be directed to the library information specialist or principal. The responding school employee will listen attentively to the concerns and attempt to resolve the issue informally. As part of the discussion, the school employee will explain the library's selection policy, selection criteria, diversity of the collection with resources from many points of view, and the selection process. Additionally, each parent/guardian has the right to determine the appropriateness of library resources for their children and should accord the same right to other families.

If the complaint is not resolved informally, the library information specialist or principal will explain the formal reconsideration process and provide the individual with a copy of RSA Library Collection Management Policy and a RSA Library Request for Reconsideration Form. If there is concern about multiple items, a separate form must be completed for each item.

If the completed and signed formal request for reconsideration form has not been received by the principal within 10 school days, the matter shall be considered closed.

RSAI Library Procedures for Handling Formal Complaints

The following procedures will be followed if, after discussing the questioned resource informally, no resolution is made.

- The complainant will be referred to the principal.
- A concerned citizen who is dissatisfied with earlier informal discussions will be
 offered a packet of materials which includes the library's mission statement,
 selection policy, request for reconsideration of instructional resources form, and
 the Library Bill of Rights.
- The complainant is required to complete and submit the reconsideration form to the principal within ten business days.
- If a completed reconsideration form is not submitted within ten business days, the matter is considered closed.
- Upon receipt of the form, the principal will notify and provide a copy of the reconsideration form to the following individuals:
 - 1. Executive Director
 - 2. Library Information Specialist
 - 3. School Library Reconsideration Committee
- The work in question will remain on library shelves and in circulation until a formal decision is made.
- The Reconsideration Committee will be appointed by the principal and consist of a teacher, an administrator, library information specialist, a reading specialist or language arts teacher, and a member of the community with no ties to the complainant. The committee will consist of 5 people, in order to avoid a tie vote.
- The library information specialist will secure copies of the resource for the committee to review.
- The Reconsideration Committee will be given time to review the materials in the Reconsideration Packet, as well as the challenged material in its entirety.
- Before a decision is reached, all members of the committee must read the work being reconsidered in its entirety.

- The library information specialist will provide the reviewing committee with a short formal Intellectual Freedom training that explains a packet of materials, which includes the library's mission statement, selection policy, the Library Bill of Rights, the completed reconsideration form, reviews of the resource being reconsidered, and a list of awards or honors, if any. This packet will be created with assistance from the state department of public instruction and the American Library Association's Office for Intellectual Freedom.
- The Reconsideration Committee will schedule a formal reconsideration meeting within 10 school days after the principal receives the written request for reconsideration.
- The Reconsideration Committee will follow the procedures listed below:
 - 1. At the initial meeting, the principal and committee will review reconsideration committee guidelines and procedures.
 - 2. A member of the committee will keep minutes.
 - 3. All committee members will fully review the resource (read or view the entire work) before voting.
 - 4. The committee reserves the right to use outside expertise if necessary to help in its decision-making process.
 - The complainant may make an initial verbal presentation about the
 resource under reconsideration or may choose to share the written form.
 The complainant is asked to provide sources for quotes used during this
 presentation.
 - 6. The complainant may not participate in or observe the committee's deliberations unless invited to do so by the committee. The committee chair may choose to give committee members time to ask questions.
 - 7. During the initial or subsequent meetings, the committee will make its decision determined by the simple majority to retain or remove the resource. This will be a secret ballot vote.

- 8. The committee's written decision shall be presented to the complainant and the Executive Director within five school days after the decision is made.
- If the complainant is not satisfied with the decision at the school level, a
 written appeal can be made within 10 school days to the RSA School
 Board.

Appeal to the School Board:

A decision on the complaint will be made at the next regular meeting or special meeting within 30 days of the written request to the board.

- The Board reserves the right to use outside expertise if necessary to help in its decision making.
- The chair-person for the Reconsideration Committee will present their conclusion, and the complainant or designee will present the petitioner's position.
- The Board decision will be final.
- Decisions on reconsidered materials will stand for five years before new requests for reconsideration of those items will be entertained.

RSA Library Request for Reconsideration Form

This form must be completed in full and submitted to the principal within 10 business days. If this form is not submitted within ten business days, the matter is considered closed.

Redding School of the Arts: 955 Inspir	ration Place, Redding, CA 96003
Date	
Name	
Address	
City	_ State/Zip
Phone	Email
This represents the opinion of: Yourself	
A group/organization (please	e identify):
A student (please give name	e and grade level):
Book being challenged Title:	
Author:	
Publisher:	
What brought this resource to your atte	ention?
Have you examined the entire resource	re?
Yes No	
If not, please do so before completin	g this form.

Have you read the RSA Library Collection Management Policy?	
Yes No	
If not, please do so before completing this form.	
What concerns you about the resource?	
List specific examples, with page numbers, of passages that are objection	onable.
What resource of equal quality would you recommend that could be used similar subject matter?	d to teach
Are there resource(s) you suggest to provide additional information and/or of	other viewpoints on this
topic?	
How can your concerns about this resource be resolved?	
Complainant's Signature:	Date:
School Administrator's Signature:	_ Date:
Library Information Specialist's Signature:	_ Date:
The committee will review your request and contact you with a decision. Please	allow at

least ten school days for a response.

RSA Letter to Person Requesting Reconsideration
Dear:
We appreciate your concern over the use of at Redding School of
the Arts. Our school has a policy for selecting materials, but realizes that not everyone will
agree with every selection made.
To help you understand the selection process, we are sending copies of the RSA:
Library Collection Management Policy
Library Procedures for Handling Formal Complaints
Library Request for Reconsideration Form
If you are still concerned after you review this material, please complete the enclosed Library
Request for Reconsideration Form and return it to me. You may be assured of prompt attention
to your request. If I have not heard from you within 10 business days, we will assume you no
longer wish to file a formal complaint.
Sincerely,
Principal
Date

Reconsideration Committee Guidelines

Under the best professional standards, reconsideration policies ask those charged with reviewing a challenged book or other resource to set aside their personal beliefs and evaluate the work in light of the objective standards outlined in the library's Collection Management Policy. Listed below are some best practices for Reconsideration Committee members:

- Bear in mind the principles of the freedom to read and base your decision on these broad principles rather than in defense of individual materials. Based on the First Amendment, the freedom to read is essential to our democracy.
- Read or view all materials referred to you including the full text of the material in question, available reviews, and notices of awards, if applicable.
- Review the library mission statement, materials selection and reconsideration policies,
 and professional guides such as the <u>Intellectual Freedom Manual</u>.
- The general acceptance of the materials should be checked by consulting standard evaluation aids and your institution's selection policies.
- Challenged materials should not be removed from the collection while under reconsideration.
- Passages or parts of the work in question should not be pulled out of context. The
 values and faults should be weighed against each other and the opinions based on the
 materials as a whole.
- In order to prevent a tie vote, the principal should recruit an odd number of members for the committee.
- While it may be prudent to state what area/role a committee member represents in the makeup of the committee (ie, teacher, librarian, community member, administration, parent, etc), the personal identification of each member should remain anonymous to protect the objectivity of the deliberation.
- The reconsideration committee meeting may be closed depending on state law and local practice. While public comments may be useful, these comments should be directed to the principal, director or governing body.

- The committee's recommendation is to be an objective evaluation of the material within the scope of a library's selection policy.
- The committee's report, presenting both majority and minority opinions, should be presented to the governing body or administrator, as directed in the reconsideration process, with a recommendation to retain the material in its original location, to relocate the material, or to remove the material. The report may differ depending on the type of resource that is being challenged, such as library material, display, curriculum, reading list etc.
- The committee will communicate its decision to the executive director or principal, who
 then communicates the decision to the person who made the challenge as well as to the
 board.

Author/Producer _____ Has every member of the committee read the material entirely? If not, why? Resources consulted: (include policies, articles, reviews etc.) Reconsideration committee recommends: Justification and comments: (include majority and minority positions) Signatures of Reconsideration Committee Members: Date: Note: This report is forwarded to:

Reconsideration Committee Report

Sources consulted when drafting this policy:

"Selection & Reconsideration Policy Toolkit for Public, School, & Academic Libraries", American Library Association, December 8, 2016.

http://www.ala.org/tools/challengesupport/selectionpolicytoolkit (Accessed January 27, 2022)

Document ID: 8e08577d-3120-4054-796c-6f93719ba584

Board Adopted: 5/10/2012 (Library Book Policy)

Revised: 9/10/2015 (Library Book Policy)

Amended: 4/19/2022 (Library Collection Management Policy)

General Reporting

PREPARER: Lane Carlson

RECOMMENDATION: Discussion

BACKGROUND:

Administration will provide the board with an update on the 2021/22 Local Control & Accountability Plan (LCAP) and information reviewed by the ILT Team on 3/28.

REFERENCE:

Governing Board Policies/Board Duties & Responsibilities/Vision & Strategic Plan

General Reporting

SUBJECT:	Agenda Item 2.5 –High School Building Update
<u>PREPARER</u> :	Lane Carlson
RECOMMENDATION:	Discussion
BACKGROUND:	
Administration will provide the plans & construction.	e board with an update on the high school & theater building
REFERENCE:	

General Reporting

SUBJECT:	Agenda Item 2.6 – 2022/23 RSA/Columbia MOU – 1 st Re	ad
PREPARER:	Lane Carlson	

RECOMMENDATION: Discussion

BACKGROUND:

The Governing Board will review the Memorandum of Understanding (MOU) between RSA and Columbia ESD for 2022/23 school year. This is a first read only. The final draft will be presented the following month for final review and approval.

> See Attached Columbia MOU Draft

REFERENCE:

MEMORANDUM OF UNDERSTANDING BETWEEN COLUMBIA ELEMENTARY SCHOOL DISTRICT, AND REDDING SCHOOL OF THE ARTS

This Memorandum of Understanding ("MOU") is executed by and between the Columbia Elementary School District (hereinafter "District") and the Redding School of the Arts, a Nonprofit Public Benefit Corporation, (hereinafter referred to as "RSA").

RECITALS:

- A. The District is a public school agency existing under the laws of the State of California. The District approved the charter on October 20, 2015 for a term of five years, beginning on July 1, 2016, and expiring June 30, 2021 and renewed on May 21, 2020 expiring June 30, 2025, now extended by statute (AB 130) to June 30, 2027.
- B. RSA operates Redding School of the Arts, a charter school established under the laws of California and a public benefit nonprofit corporation created for the specific purpose of operating public charter schools (hereinafter "Charter School"). RSA is a California nonprofit public benefit corporation which manages and operates the Charter School. RSA is responsible for the Charter School's compliance with the terms of the Charter and with this MOU.
- C. Charter School has an intent and purpose to provide a classroom based school program with a focus in visual and performing arts, Mandarin language development and use of STEAM (Science, Technology, Engineering, Arts and Mathematics) for students within Shasta County. Charter School additionally provides Independent Study-Traditional and Virtual Classroom Instruction to a lesser percentage than classroom based instruction.
- D. The State of California enacted the Charter Schools Act of 1992 (hereinafter "The Act") authorizing the formation of charter schools with the intent that the schools improve student learning through a variety of means, including increased learning opportunities, innovative teaching methods, performance-based accountability, and expanded choice for parents within the public school system. The Act authorizes the District Board to grant charter petitions under specified circumstances.
- E. By approving the petition, the District became the monitoring agency of the Charter School. This MOU is intended to outline the parties' agreements governing their respective fiscal, legal and administrative responsibilities and their legal relationships.
- F. Written modification of this MOU may be made only by mutual agreement as set forth below in Section I. B.

- G. The Parties recognize and agree that Charter School shall not charge tuition, shall be nonsectarian, and shall be open to all students regardless of ethnicity, national origin, gender, sexual orientation, or disability and those provisions of non-discrimination shall apply as well to employment in compliance with legal requirements.
- H. Charter School recognizes that the District at all times retains the right to provide notice of revocation and a reasonable opportunity to cure any deficiencies in compliance with the charter, this MOU and state law.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the District and the Charter School do hereby agree as follows:

AGREEMENTS

I. TERM, RENEWAL AND REVOCATION:

- A. This MOU shall commence on <u>July 1, 2022</u>, and shall expire <u>June 30, 2023</u>.
- B. Any modification of this MOU must be in writing, executed by duly authorized representatives of all parties and ratified by the District and the Charter School.
 - 1. The duly authorized representative of the Charter School is the Charter School Board of Directors or designee identified in writing. For purposes of amendment of this MOU, the Charter School Board of Directors is required to take action.
 - 2. The duly authorized representative of the District is the Superintendent, or her/his designee.
 - 3. The District is required to take action on any material revisions to the Charter. By February 1 of each year of this MOU, all parties shall present any proposed revisions to this MOU. All parties recognize the importance of ensuring an upto-date MOU is in place for each school year and will make a good faith effort to finalize agreed upon changes/modifications to the MOU by May 30 of each year, to take effect the following school year. If no agreement is approved by June 30 the existing MOU will remain in effect.
- C. As approved by the District, it is understood that Charter School has a Charter with a five-year term, expiring on June 30, 2027. The parties recognize that the Charter and this MOU contain specific, distinct information. To the extent that any of the terms of this MOU may vary from the terms of the approved Charter, all parties shall meet to achieve consistency. Pending such action, the terms of the approved Charter shall

prevail. Future renewal of the Charter will be based on the standards and criteria for renewal in Education Code sections 47607 and 47605. In addition, and in accordance with state law, the District retains the right to revoke the Charter as specified in Education Code section 47607 and related applicable regulations, which shall specify District concerns and issues of non-compliance. The term for curing may be extended by mutual agreement of the parties.

- 1. During the notice period, Charter School shall address the concerns and attempt to complete remediation. A decision to revoke will be based on the conditions specified in Education Code section 47607(c) and related regulations including section 11968.5.2 of Title 5 of the California Code of Regulations.
- D. Advance notice of revocation of the Charter School's Charter shall not be required if the violations constitute a severe and imminent threat to the health and safety of pupils. The District shall follow section 11968.5.3 of Title 5 of the California Code of Regulations.

II. DESIGNATION OF SCHOOL:

- A. The Charter School that is party to this MOU shall be known as the Redding School of the Arts and shall be referred to by its full name or RSA. Charter School shall be responsible for all functions of the Charter subject to the terms and conditions set forth in this MOU.
- B. Number of Students: Based on projections and the availability of RSA facilities, Charter School agrees that enrollment shall be a minimum of 80 (eighty) age-appropriate and enrolled students committed to attending Charter School. Such enrollment shall be secured prior to September 1 of each year. In the event that such enrollment is not achieved by this date, the parties agree to meet to discuss and re-evaluate adopted budget and viability of the Charter School.
- C. Grade Levels: Charter School commits that it shall offer in the classroom based program grades K -8 and expanding into the high school grades beginning 2022 23 school year. All high school courses will be A G approved using evidence based education classes pending WASC approval. Charter School shall offer an Independent Study Program in grades TK 8 and may extend through High School. Independent Study as defined under Ed Code 51745.
- D. On an annual basis, and no later than April 1 of each year, Charter School shall provide written notice to the Superintendent of its estimated maximum capacity plans, additional grade expansion and operations in adjacent counties. Charter School recognizes that such notice is critical to Superintendent planning for the next year.
- E. Charter School shall also provide a list of estimated students-currently enrolled and based

on lottery results and the district of residence for Columbia Elementary School District students by June 1. Such information shall also be provided upon request, with a 5 school day window to respond, to the District. The Charter School person responsible for providing this information is the Director or his/her designee. The District will use this and other student information solely for purposes of fulfilling its oversight responsibilities and in accord with applicable state and federal law (e.g., FERPA).

- F. The educational program and grade level offerings shall be in compliance with the charter approved by the District and subsequently authorized amendments, if any. Additionally, the program shall be in compliance with stated goals and actions identified in the annual Local Control Accountability Plan.
- G. Number of Instructional Days/ Number of instructional minutes: At a minimum, Charter School agrees to operate classes for each grade level in compliance with Education Code requirements for annual minutes and the number of instructional days as applicable to charter schools.
- H. The Charter School shall certify Fall 2 Staff Data by deadline determined annually by CALPADS, subsequent CalSAAS (CTC) reporting, as a result of the Fall 2 certification, shall be resolved. Exceptions, TPSL lists and Determinations will have documentation supporting the appropriate assignment of the staff member. Charter school will provide explanation to the District regarding any mis-assignments, 2019-20 Charter designations, CALPADS data errors and vacancies to be publicly reported by CTC.

III. **FUNDING**:

- A. As established by Education Code section 47630 *et. seq.*, Charter School shall receive funding under the charter school funding model as follows:
 - 1. General funding pursuant to the local control funding formula, which includes in-lieu property taxes and state aid pursuant to Education Code section 47633. Such entitlement is based on average daily attendance.
 - 2. The Charter School is also entitled to lottery funds, pursuant to Education Code section 47638.
 - 3. The Charter School may also be entitled to a variety of state and federal application based programs, as well as various grant opportunities if applicable.
 - 4. Except as otherwise noted in this MOU, it shall be the responsibility of the Charter School to apply for this funding which is beyond the basic statutory entitlement.
 - 5. Any additional funds negotiated by the Charter School in accordance with

Education Code Section 47636.

- 6. It is understood and agreed that neither the District nor the Superintendent make representation as to Charter School rights or entitlement to any funds.
- B. In addition to the funding specified above, the parties recognize the authority of the Charter School to pursue additional sources of funding.
 - 1. The District has no obligation to apply for additional sources of funding for Charter School. However, if the Superintendent agrees and does apply for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of Charter School, the District shall receive 5% of such funds or any higher allocation authorized by the specific funding source or as mutually agreed to by both parties.
 - 2. Charter School shall cooperate fully with the Superintendent in application made by the Superintendent on behalf of the students of Charter School.
 - 3. Charter School agrees to comply with all regulations related to expenditures, reporting and receipt of such funds.
- C. Charter School has elected to receive funding from the State directly, pursuant to Education Code section 47651.
- D. For in lieu property taxes (the property tax portion of the general purpose entitlement), the sponsoring agency is the Columbia Elementary School District. Charter School will receive monthly installments of in lieu property taxes from Columbia in accordance with Education Code section 47635. Estimates shall align to figures used by the California Department of Education to compute funding under the Local Control Funding Formula.
- E. State Revolving Loan: In the event that Charter School receives such a loan, it will solely be responsible for meeting the repayment terms and incorporating such payments into its annual budget.
- F. In the event that the District Board seeks and receives a voter approved bond, parcel tax, etc., the Charter School and/or Non-Profit shall have no entitlement to any portion of the funds unless otherwise negotiated in advance and agreed to in writing. The parties shall meet sufficiently in advance of any action by the District Board to pursue such measures so as to advise Non-Profit and to determine the positions of the Parties. Non-Profit agrees that it and the Charter School have no entitlement to funds currently being received, if any, by the District Board under former parcel tax or bond elections
- G. Charter School representatives shall provide to the District enrollment figures for the first week of school operation, CBEDS and the P-1 and P-2 reports on a timely basis as

required under law. The purpose is to reconcile allocations with actual average daily attendance and related residence issues. As a result of this information, budgeted revenue may be decreased or increased based on actual average daily attendance. Funding may also change based on grant and/or categorical funding allocations.

- H. Charter School agrees that all revenue received by the Charter School from the County and the State shall be used consistent with applicable law and the terms of any funding restrictions.
- I. Neither the District nor the Superintendent shall advance any funds to Charter School nor shall it provide a line of credit. Charter School is responsible for maintaining its cash flow and operating within its actual revenue. All loans, debts and any other financial responsibility of Charter School and any related foundation/corporation are the sole responsibility of Charter School.

IV. LEGAL RELATIONSHIP:

- A. The Parties recognize that Charter School operates as a non-profit public benefit corporation in accordance with Education Code section 47604 and therefore Charter School is a separate legal entity from the District. As such, the District shall not be liable for the debts or obligations of the Charter School or RSA to the maximum extent permitted by applicable law. It is agreed that it is the parties' intent that the District shall incur no unreimbursed cost or expenses of any type whatsoever as a result of its relationship with the Charter School. The Charter School may not enter into a contract or agreement to be managed or operated by any other non-profit benefit corporation (or any of other corporation or entity) without the express written prior approval of the District. The parties further recognize that Charter School has and shall maintain status as non-profit corporation as provided in Education Code section 47604. Charter School shall immediately notify the District in writing in advance of any changes to the Charter School Corporate Bylaws and provide a copy thereof. The Charter School person responsible for providing the documents and updates is the Charter Administrator.
- B. The parties agree and understand that all employees of Charter School shall be employees of Charter School and/or RSA, and that it shall be the employer for all purposes including, but not limited to, collective bargaining, as provided in Education Code section 47605.
- C. Any complaints/concerns received by the District about any aspect of the operation of Charter School shall be promptly forwarded by the District to the Charter School. To the extent that such concerns/complaints may involve issues related to possible revocation or non-renewal of the charter, the District may request that Charter School inform the Superintendent of how such concerns/ complaints were or will be addressed. Charter School agrees to provide such information subject to any assurances of

confidentiality that may be necessary.

D. Mediation: (excerpted from page 72 of the RSA Charter Renewal)

Disputes between the Charter School and the District

In the event that the charter school and the district have disputes regarding the terms of this charter or any other issue regarding the charter school, both parties agree to follow the process outlined below.

In the event of a dispute between the school and the district, the staff and Board of Directors of the school and district agree to first frame the issue in written format and refer the issue to the district superintendent, or his/her designee, and RSA's Director. The RSA will make every effort to work professionally with the CESD and will always work to resolve any disputes amicably without resorting to formal procedures. If the matter could result in revocation, the matter will be addressed at the authorizer's discretion in accordance with EC § 47604.5 and any regulations pertaining thereto. If the District believes the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, the Charter School requests that this be noted in the written dispute statement, although it recognizes it cannot legally bind the District to do so. Participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a prerequisite to the District's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

Such steps may include: The RSA's Director and the district superintendent shall informally meet and confer in a timely fashion to attempt to resolve the dispute. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two board members from their respective boards who shall jointly meet with the superintendent of the district and the Executive Director of the charter school and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, the superintendent and the Director shall meet to jointly identify a neutral, third party arbitrator. The format of the arbitration session shall be developed jointly. The superintendent and Director shall incorporate informal rules of evidence and procedure unless both parties agree otherwise. The findings or recommendations of the arbitrator shall be binding, unless the boards of the charter school and the district jointly agree before arbitration that the decision will be non-binding. The school and district shall each be responsible for their respective costs of engaging in dispute resolution and shall each pay half of the cost of the services of any mediator.

(1) Any controversy or claim arising out of or relating to the charter agreement, except any controversy or claim that in any way related to revocation of this charter, must be put in writing ("Written Notification") by the party asserting the existence of such dispute. The Written Notification must identify the nature of the dispute and all supporting facts known to the party giving the Written Notification. The Written Notification may be tendered by personal delivery, by facsimile, or by certified

mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 3:00 PM or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, six (6) business days after deposit in the U.S. Mail.

- (2) A written response ("Written Response") shall be tendered to the party providing the Written Notification within twenty (20) business days from the date of receipt of the Written Notification. The Written Response shall state the responding party's position on all issues stated in the Written Notification and set forth all fact which the responding party believes supports its position. The Written Response may be tendered by personal delivery, by facsimile, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 3:00p.m., or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, six (6) business days after deposit in the U.S. Mail. The parties agree to schedule a conference to discuss the claim or controversy ("Issue Conference"). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party.
- (3) If the controversy, claim, or dispute is not resolved by mutual agreement at the Issue Conference, then either party may request that the matter be resolved by mediation. Each party shall bear its own costs and expenses associated with the mediation. The mediator's fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 60 days from the date of the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the controversy or claim at dispute. If no agreement on a mediator is reached within 30 days after a request to mediate, the American Arbitration Association ("AAA") shall select the mediator.
- (4) If the mediation is not successful, the parties agree that each party has exhausted its administrative remedies and shall have any such recourse available by law.

If either party fails to comply with the above dispute resolution procedures, each party shall have any such recourse available by law. Any party who fails or refuses to submit to mediation shall bear all costs and expenses incurred by the other party in compelling mediation of any controversy, claim, or dispute.

- E. Jurisdiction: The parties agree that for all legal action the appropriate jurisdiction is Shasta County, State of California.
- F. The District reserves the right to appoint a representative to the Charter School's governing board in accordance with the provisions of Education Code section 47604.

The Charter School agrees to provide to the District's representative on the governing board a complete board packet of information that is being submitted to the governing board before each meeting, in sufficient time for review regardless of such appointment and participation, the Board, the Superintendent, and Charter School remain separate legal entities.

- G. In accordance with law and this MOU, the Superintendent maintains full authority to monitor the operation of Charter School and shall have access to all non-privileged and disclosable records of Charter School for solely oversight purposes upon written request as soon as reasonably practicable or within negotiated timeframe. Charter School shall provide records consistent with applicable law and subject to any necessary assurances of confidentiality.
- H. Charter School has no authority to unilaterally enter into a contract which would bind the District, or to extend the credit of the District to any third person or party. Charter School shall clearly indicate to vendors and other entities and individuals outside the District, with whom Charter School enters into an agreement or contract for property, goods or services, that the obligations under such agreement or contract are solely the responsibility of Charter School and are not the responsibility of the District.
- I. The Charter School may not change its name or location with the prior express written approval of the District. The Charter School shall keep the District apprised of any changes to the composition of the Charter School Board of Directors, providing the name, phone number, email address, and mailing address of any new members of the Charter School Board of Directors.
- J. General Reporting Requirement: In addition to providing the reports specified in this Agreement, Charter School agrees to provide any further reports that may be required by the District to comply with statutory obligations. All reporting shall be conducted electronically through the account set up in the Columbia Elementary School District EpiCenter, and Charter School may comply with submission requirements if the reports are provided through traditional means (e.g., e-mail, hand delivery, U.S. Mail) if Charter School has technical difficulties using Epicenter. If said difficulties exist and other methods of delivery are used, it still warrants Charter School uploading said documents into EpiCenter. In addition, Charter School agrees to comply with all reports required of charter schools by law and to provide a copy of each such report to the Columbia Elementary School District upon submission.

V. FISCAL MONITORING/OVERSIGHT & ADDITIONAL FISCAL SERVICES:

A. Charter School will establish a system for internal fiscal management and a calendar for fiscal services. Charter School shall inform the Superintendent or designee of any changes to the system when the change is made. Charter School person responsible for

this commitment is the Charter School Administrator and/or Board President.

- B. Charter School agrees to provide reasonable access to financial reporting software used by the Charter to the Superintendent's designee for fiscal monitoring and oversight.
- C. The Charter School shall annually prepare and submit the following reports to the District. The following deadlines shall align with applicable statutory or regulatory deadlines if those are changed in the future by the Legislature or CDE. Prior to submission to the District, these reports must be approved by Charter School Board of Directors. These reports shall be submitted to the District five days prior to required dates in which the reports are due. All submissions will be uploaded through EpiCenter. If said difficulties exist and other methods of delivery are used, it still warrants Charter School uploading said documents into EpiCenter. The required reports are:
 - 1. On or before July 1 for 2022-23 school year and June 30 thereafter, an approved budget and Local Control and Accountability Plan (LCAP) using the state adopted uniform template.
 - 2. On or before June 30, an adopted budget report. This report shall be provided in SACS format.
 - 3. On or before December 15, a first interim financial report. This report shall reflect changes through October 31. This report shall be provided in SACS format.
 - 4. On or before March 15, a second interim financial report. This report shall reflect changes through January 31. This report shall be provided in SACS format.
 - 5. On or before September 15, a final unaudited actuals report for the full prior year. This report shall be provided in SACS format.
 - 6. On or before October 8, District will accept the approved Local Control and Accountability Plan (LCAP).
- D. AVERAGE DAILY ATTENDANCE: Charter School will be responsible for its daily and monthly attendance accounting. Charter School will submit, electronically through EpiCenter (or by other traditional means such as e-mail, hand delivery, or U.S. Mail if Charter School has technical difficulties with EpiCenter), the attendance reports in accordance with the District's format State-approved system and State law and regulations to the District's attendance officer in a timely manner and in a manner which is consistent with District's process. If said difficulties exist and other methods of delivery are used, it still warrants Charter School uploading said documents into EpiCenter. The District will, if required by state law or administrative practice, review and certify the attendance reports in a timely manner.
- E. ANNUAL AUDIT PROCESS: Charter School shall <u>not</u> be part of the annual District fiscal audit. Charter School shall be responsible for having an independent annual fiscal audit done of the entire Charter School operation in accordance with all standards of school accounting as specified in applicable law. Such audit shall be conducted by an

auditor knowledgeable and experienced with public school finance, and shall include all financial statements, attendance accounting and revenue claims, and internal control practices. School. A copy of the final audit report shall be submitted to the District by December 15 (or date specified by statute or regulation if changed) of each year electronically through EpiCenter account (or by other traditional means such as e-mail, hand delivery, or U.S. Mail if Charter School has technical difficulties with EpiCenter). If said difficulties exist and other methods of delivery are used, it still warrants Charter School uploading said documents into EpiCenter. Charter School and its agents agree to implement all audit recommendations unless other terms are agreed to between the District and Charter School. The audit shall cover all funds used to support the operation of Charter School. In addition, the auditor shall be responsible for certifying attendance reporting of the Charter School.

- F. Charter School agrees that it shall establish a fiscal plan for repayment of any loans received by Charter School in advance of approving receipt of such loans. It is agreed that all loans sought by Charter School shall be authorized in advance by the Charter School Board and shall be the sole responsibility of Charter School. Charter School agrees that the District shall have no obligation for repayment. Charter School shall provide advance written notice with details of terms and repayment plan to the District specifying its intent to apply for/seek a loan. Charter School shall also provide advance written notice of deposit of any sums which are loans and the plan for repayment.
- G. The District shall not be required to advance any funds or provide a line of credit under any circumstances to Charter School.
- H. To the extent necessary, and for the sole purpose of fulfilling its oversight responsibilities, the District may request and obtain information regarding the sources of Charter School funding and any accounts maintained by Charter School.
- I. To the extent that Charter School wishes to contract with the District for any services beyond those specified in this MOU, a prior written contract with the District shall be required. It is understood that the District may be interested in providing available services but at no cost to the District. (See separate Business Services Agreement between both parties.)
- J. It is recognized that either party may apply for private/grant funding. Any application that includes the other shall be approved in advance by the parties. Both parties agree to cooperate with the other when application is being made separately for funds. Charter School shall notify the Superintendent in writing of any separate application for funds.
- VI. **SPECIAL EDUCATION SERVICES/SECTION 504**: The following provisions govern the application of special education / Section 504 to Charter School students:

- A. It is understood that all children will have access to Charter School, and no student shall be denied admission due to disability.
- B. Charter School agrees to implement a student study team process, a general education function, to monitor and guide educational services prior to application of Section 504 and special education services. For purposes of this section, the parties agree that a student study team is a group of Charter School staff knowledgeable about a particular student who meet to discuss and explore MTSS/RTII strategies that may be used with a student to enhance educational benefit when a student is under-performing. Such alternatives should generally be attempted prior to a referral to 504 or special education.
- C. Charter School is fully responsible for implementation of Section 504 of the Rehabilitation Act. To the extent that District services are needed, Charter School shall reimburse the District for all time at the individual's hourly rate.
- D. Charter School agrees to adhere to the policies, procedures and requirements of the Local Plan for Special Education and to have representation on the El Dorado Charter SELPA governing body. Charter School further agrees to abide by all federal laws applicable to the Charter School as such pertain to special education.
- E. The parties recognize that the Charter School has been recognized as a Local Educational Agency (LEA) for purposes of special education. As an LEA, Charter School shall receive special education funding through the El Dorado Charter SELPA and shall maintain an accounting of federal and state special education funding. The funding shall be allocated to Charter School in accordance with El Dorado Charter SELPA policies and guidelines.
- F. Delivery of Services: Charter School, as an LEA, shall be responsible for the delivery of any and all special education services including but not limited to referrals ("child find"), assessments, IEP meetings, delivery of educational and related services and any due process and complaints.
 - 1. In the delivery of such services, Charter School is responsible for compliance with all applicable federal and state laws.
 - 2. Special education services shall be provided to eligible Charter School students in accordance with the policies, procedures, and requirements of the El Dorado County Office of Education Local Plan for Special Education. Charter School agrees to provide transportation for the students who require special education services at a site other than Charter School or for students whose IEP requires transportation.
 - 3. Charter School may contract with recognized vendors to provide special education services or retain their own qualified staff for such services.

- 4. If a parent of a student identified as having special needs elects not to receive educational and/or related services offered in an IEP, the Charter School parent will so signify in writing on the IEP form. The offer of services by the Charter School shall be in writing prior to this decision by the parent.
- 5. Charter School instructor(s) and Charter Administrator or designee will participate in all initial, annual, tri-annual and any specially called meetings on any special education student enrolled in Charter School.
- 6. Charter School understands and agrees that special education funding shall only be used to support special education services and that any costs beyond El Dorado Charter SELPA funding are the sole responsibility of the Charter School.

7. Due Process:

- a. Charter School shall be responsible for all complaints and due process actions related to students enrolled in the Charter School.
- b. In the event that a hearing request is filed against the District relating to a child's services received by Charter School while enrolled at the Charter School, the Charter School shall fully indemnify, hold harmless and pay for all costs associated, including attorney fees, costs and fees for legal representation, settlement costs and damages. The District and Charter School will work together to select legal representation and decide on case management.
- G. In the event Charter School expels a special education eligible student, or a student who is subsequently determined to be eligible for special education and notwithstanding the other provisions of this agreement, Charter School shall be solely responsible for providing and/or the cost of providing services for the former student in accordance with federal law. Charter School shall also be solely responsible for any litigation resulting from or related to such expulsion.
- H. In order to fulfill its responsibility as LEA, Charter School shall participate in and represent itself at all El Dorado County Special Education Local Plan Area meetings. To the extent that the El Dorado Charter SELPA provides training opportunities and/or information regarding special education to site staff, such opportunities and/or information shall be made available to Charter School staff. To the extent that site staff has the opportunity to participate in committee meetings of the El Dorado Charter SELPA as representatives of their district, such opportunities shall be made available to the Charter School staff.
- I. Charter School agrees to fully comply with any lawful requests for information made by

the District with regard to special education services and individual students, subject to any necessary assurances of confidentiality.

VII. **INSURANCE AND RISK MANAGEMENT:** Charter School will maintain at its own expense its own policies of comprehensive, liability insurance and property damage coverage as set forth below. Insurance as set forth below shall include self-insurance. Additional insurance may also be obtained as required by Charter School or as otherwise required by law.

A. Student Insurance

Charter School students may participate at their own expense in student insurance coverage programs offered by Charter School.

B. Workers' Compensation

Charter School is to procure and maintain, for the duration of this MOU, Workers' Compensation insurance against claims for injuries to the Charter School's employees in accordance with such insurance as required by the State of California Labor Code and Employers Liability coverage. In the event that Charter School decides to change providers, Charter School shall give notice to District no later than April 1 prior to the school year of change.

C. General & Excess Liability

Charter School, at its expense, shall procure and maintain throughout the term of this MOU General Liability insurance with a minimum per occurrence limit of \$30,000,000 (\$5,000,000 per occurrence + \$25,000,000 umbrella policy) and the deductible/selfinsurance retention shall not exceed \$10,000. Such minimum limits of policies shall in no event limit the liability of the Charter School hereunder. Insurance shall include coverage for claims against the Charter School, its elected or appointed officials, employees, agents, volunteers and students (interns while acting on behalf of the Charter School) arising out of errors and omissions, abuse and molestation, educator's legal liability, directors and officers, property damage liability, personal injury liability, advertising injury liability, and employment practices liability. The policy or policies shall name as additional insured/additional covered party the District, its elected or appointed officials, employees, agents and volunteers. The policy or policies shall provide that this insurance shall be primary with respect to any liability or claimed liability arising out of the performance or activities by the Charter School under this MOU or the Charter School's use of its school grounds, and that any insurance procured by the District, its elected or appointed officials, employees, agents and volunteers shall be excess and shall not be called upon to contribute until the limits of the insurance provided hereunder shall be exhausted.

C. Automobile Liability

Charter School shall maintain automobile liability insurance, including non-owned and hired coverage with a minimum per accident limit of \$10,000,000 for any injuries to

persons (including death therefrom) and property damage in connection with the Charter School's activities under this MOU.

E. Property Insurance

District is not responsible for real or personal property losses suffered by the Charter School, its elected or appointed officials, employees, agents, volunteers or students. Charter School shall be solely responsible for obtaining adequate property insurance for Charter School's personal property, building improvements and any real property/buildings owned by the Charter School.

F. Bond/Crime Insurance

The Charter School shall purchase and hold fidelity bond coverage or employee dishonesty/theft insurance with a minimum limit of \$1,000,000 to cover all school employees.

G. Proof of Insurance

Charter School shall annually furnish the District with original certificates and amendatory endorsements affecting coverage required by this MOU. All certificates and endorsements are to be received and approved by the District before commencement of any activities under this MOU. However, failure to do so shall not operate as a waiver of these insurance requirements. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this MOU at any time.

H. RISK MANAGEMENT

The Charter School shall establish and institute risk management policies and practices to address reasonably foreseeable occurrences.

I. Charter School shall obtain necessary insurance commensurate with its corporate status and assets.

J. INDEMNIFICATION

The Charter School shall indemnify, defend, and hold harmless the District, its elected or appointed officials, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter the "District Indemnified Parties") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered is against the District Indemnified Parties, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, the Charter School's performance under the charter or this MOU, including but not limited to, any acts or errors or omissions by the Charter School, its governing body, administrators, employees, agents, representatives, volunteers, successors and assigns, unless and except to the extent caused by the sole negligence or willful misconduct of any of the

District Indemnified Parties.

The District shall indemnify, defend, and hold harmless the Charter School, its elected or appointed officials, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter the "Charter School Indemnified Parties") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered is against the Charter School Indemnified Parties, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, the District's performance under the charter or this MOU, including but not limited to, any acts or errors or omissions by the District, its governing body, administrators, employees, agents, representatives, volunteers, successors and assigns, unless and except to the extent caused by the sole negligence or willful misconduct of any of the Charter School Indemnified Parties.

- VIII. **HUMAN RESOURCES MANAGEMENT:** Charter School employees are not employees of the District. Charter School shall have sole responsibility for employment, management, dismissal and discipline of its employees.
 - A. Charter School will conform to the laws regarding background checks, TB screening, fingerprinting and credentials/certificates (if required under law). Charter School shall provide a written list of its employees to the District no later than September 15 each school year. Charter School shall certify that the individuals on the list have met required background checks and TB screening.
 - B. If Charter School decides to offer existing or new employees of Charter School the opportunity to participate in STRS/PERS, Charter School shall be responsible for entering into a contract with STRS and PERS. At the time of this MOU, it is understood that Charter School does intend to offer STRS and PERS to staff.

IX. FACILITIES:

- A. Charter School is located at 955 Inspiration Place, Redding, CA 96003. Charter School does not operate any additional campuses outside the district boundary or satellite campus within the Shasta County geographical boundaries.
- B. Charter School recognizes that its facilities and programs must conform with the American with Disabilities Act and any other federal requirement that may be applicable to charter schools. Charter School shall be responsible for such costs associated with compliance.

C. Prior to entering into any contract for land or buildings, Charter School shall review the proposed contract with the District or designee. Review by the District or staff does not constitute approval or liability for any debts incurred by Charter School under or pursuant to the contract. Such review has as its sole purpose monitoring information for the District and compliance of the charter.

X. EVALUATION OF EDUCATIONAL PROGRAMS/CONFORMANCE TO CHARTER:

- A. Oversight and monitoring of Charter School shall be in conformance with State and federal law and the terms of the approved charter. The District shall conduct at least one visit of Charter School per school year and shall have the right to inspect and observe any part of the Charter School at any time, provided the District shall give Charter School reasonable prior notice to the extent possible.
- B. Education Code 47604.33 delineates the reports that a charter school must annually prepare and submit to its chartering authority. EC 47604.33(a)(2) also states "On or before July 1, a local control and accountability plan and an annual update to the local control and accountability plan required pursuant to Section 47606.5." If the Charter School's LCAP and Annual update does not meet the requirements set forth in EC Section 47606.5, the District has both the ability and responsibility to ask for corrections and completeness to fulfill the requirements of statute. While the District does not approve an LCAP, it is the obligation of the authorizer to provide oversight of, and support to the Charter School with any of the reports required.

In addition, Charter School shall furnish the District with a final report and evaluation of its educational program of the prior year in April. The specifications of this report shall include, but not be limited to, the detail set forth below and applicable State law:

- a. The Annual Update section of the most recent LCAP may serve as the report on goals and expected measurable outcomes set in the prior year LCAP.
- b. Copy of health/safety procedures and summary of any major changes in this program.
- C. In addition to the report described above, Charter School shall also submit a report to the District in accordance with the requirements of the School Accountability Report Card in accordance with state timelines.
- D. Should the Charter School choose to receive Federal funds, then the Charter School is subject to the provisions of ESSA as applicable to charter schools. Under this federal law, local educational agencies, including direct funded charter schools, are required to submit local education agency plans in order to access federal funds. A consolidated application must also be on file with CDE. The Charter School person responsible for this plan is the Charter Administrator. Charter School shall update the plan prior to its

- submission to the District. Subsequent plans and reporting will be provided and completed as required by law.
- E. Charter School agrees to administer the current state-wide performance assessments.
- F. With regard to student outcomes, the parties will comply with Education Code section 47607.3, if applicable.
- G. Charter School shall be responsible for operating Charter School in conformance with the provisions of the approved charter and this MOU and for providing the annual report.
- H. Credentials of Charter School instructional staff: Assignments shall be in accordance with state credential requirements.
- I. Uniform Complaint Procedure: Charter School will be responsible for establishing and maintaining a Uniform Complaint Procedure which will be distributed to parents/guardians at the time of student enrollment. The District agrees to refer all complaints regarding Charter School operations to the school's chief administrative officer for resolution in accordance with Charter School adopted policies. Parents, students, board members, volunteers and staff at Charter School will be provided with a copy of the school's policies and dispute resolution process and will agree to work within it. In the event that Charter School adopted policies and processes fail to resolve the dispute, the District Board of Trustees agrees not to intervene in the dispute without the consent of Charter School Governing Board unless the matter directly relates to one of the reasons specified in law for which a charter may be revoked.
- XI. SPECIAL PROGRAM/SERVICES AND/OR ACTIVITIES/SPORTS: In the event that either party to this MOU wishes to have its students and or staff participate in a program/service/activity offered by the other party, advance approval and arrangements must be made. It is fully recognized that expenses for such participation may be charged in order that participation may be agreed upon. Such arrangements must be made with the appropriate site administration in advance and confirmed in writing.
- XII. **POLICIES AND PROCEDURES:** Copies of all policies and procedures including Board Minutes of Charter School shall be provided to the District promptly upon adoption by Charter School, but no later than one month after adoption. The District shall be provided copies of any subsequent changes to those policies within one (1) month of adoption by Charter School.
- XIII. **ENROLLMENT**: The parties agree that to the extent that enrollment exceeds capacity in any year of operation; final enrollment will be determined by a random lottery.

The Parties recognize and agree that the Charter School will be open to all students consistent

with legal requirements. The Charter School shall adopt and adhere to anti-discrimination policies that are consistent with law and prohibit unlawful discrimination against any protected group. Protected groups put forth under Title IX and in California are enumerated by Cal. Gov. Code §12940, Cal. Ed. Code §§ 200 and 220, Cal. Gov. Code §11135, and include actual or perceived sex, sexual orientation, gender, gender identity, gender expression, ethnicity, race, ancestry, national origin, religion, color, mental or physical disability, genetic condition or information, and age, as well as association with a member of a protected class. Additionally, it is the policy of the State of California, pursuant to Section 200 that all persons should enjoy freedom from discrimination and/or harassment of any kind in the educational institutions of the state. This includes sexual harassment, which is a form of sexual discrimination (Cal. Ed. Code §231.5).

Charter School shall make a serious and consistent effort to recruit students to Charter School to achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the school district in which Charter School is located.

If a Charter School student is expelled or leaves the charter school without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of a student's last known address within 30 days (pursuant to Cal. Ed. Code §47605(d)(3)), and shall maintain records of such notifications during the Term of this MOU for District Board review upon request.

XIV. GOVERNANCE AND MANAGEMENT:

Charter School agrees to comply at all times with applicable laws, which may include the following:

- The Ralph M. Brown Act ("Brown Act") (Cal. Gov. Code, §§ 54950 et seq.); BROWN ACT: Charter School shall conduct their Board meetings and any other meeting so required according to the Brown Act (Standing Committees, etc.). The Brown Act requires boards to conduct their business in pre-announced and agendized open session unless specific conditions exist that justify the meeting of a board in closed session. Charter School shall provide by September 15 of each year, the list of their regular meetings for that school year. Charter School agrees to provide to the Superintendent a copy of the agenda for all special and regular meetings of the Charter School Board and Council and other meetings subject to the Brown Act at the time the agenda is posted.
- The California Public Records Act (Cal. Gov. Code, §§ 6250 et seq.);
- State conflict of interest laws applicable to charter schools operated by nonprofit corporations, including but not limited to the Political Reform Act/Fair Political Practices Act (Gov. Code, §§87100 *et seq.*);
- The Child Abuse and Neglect Reporting Act (Cal. Penal Code, §§ 11164 et seq.);
- The Individuals with Disabilities Education Rights Act ("IDEA") (20 U.S.C. §§ 1400 et seq.);
- The Americans with Disabilities Acts (42 U.S.C. §§ 12101 et seq.);

- The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
- The California Fair Employment and Housing Act ("FEHA") (Cal. Gov. Code, §§12900 et seq.);
- The Age Discrimination in Employment Act ("ADEA") (29 U.S.C. §§ 621 et seq.);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 et seq.);
- Education Code Sections 220 (prohibiting discrimination) et seq.;
- The Uniform Complaint Procedure (5 Cal. Code Regs., tit. 5, §§ 4600 et seq.);
- The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. §§ 1232g et seq.);
- Local Control Funding Formula (California Assembly Bill 97, as codified); and
- All applicable state and federal laws and regulations concerning the improvement of student achievement, including but not limited to any applicable provisions of the Every Student Succeeds Act of 2015.

XV. **PUBLIC INFORMATION:** Website Posting

Charter School shall post on the Charter School's website the mandated state and federal documents.

Charter School will promptly update the postings whenever the information changes, in no event later than ten (10) business days after the change.

Charter School shall comply with SB1375 which requires charter schools to post information regarding Title IX on their website and adds the school's responsibility to make its website accessible to individuals with disabilities. (Education Code 221.61)

- **XVI. PUPIL TRANSPORTATION**: Charter School shall be responsible for any transportation offered by Charter School to students who enroll in Charter School.
- XVII. **LEGAL SERVICES AND COSTS**: Charter School will be responsible for procuring its own legal counsel and the costs of such service.
- XVIII. **OVERSIGHT**: The Parties agree that the District will incur costs in connection with its performance of supervisory oversight of the Charter School as required by law, and that it is not in the best interests of either Party to require a mechanical assessment, accounting, billing and payment process to compensate the District for such costs. The Parties further agree that the District is not providing the Charter School with substantially rent-free facilities as referenced by Education Code section 47613(b). Therefore, the Parties agree that the actual cost of the District's supervisory oversight of the Charter School is one percent (1%) of all Charter School's general purpose entitlement and categorical block grants, as defined in subdivisions (a) and (b) of Education Code section 47632. The parties agree that any costs

related to legal services or consultation incurred by the District in the day-to-day operation or in connection with dispute oversight between the Charter School and other parties outside this agreement, shall be billed to the Charter School and the District will be compensated or reimbursed for such costs.

"Supervisorial Oversight" as used in the Education Code section 47613 is defined in Education Code sections 47604.32 and 47604.33 to mean the District's performance of duties to include, in addition to other duties imposed under the Charter Schools Act and other applicable law, the following:

- Identification of at least one (1) staff member as contact person for the Charter School.
- Visiting the Charter School at least annually.
- Ensuring that the Charter School complies with all reports required of charter schools by law.
- Monitoring the fiscal condition of the Charter School.
- Providing timely notification regarding whether the charter's renewal is granted or denied, the charter is revoked, or the charter will cease operation for any reason.
- Reviewing annual reports and assessing the fiscal condition of the Charter School pursuant to Education Code section 47604.33.

On a quarterly basis, the District shall provide a written invoice and, as necessary, supporting expense information, to the Charter School detailing the amount due for services performed by the District under this MOU, the oversight fee due pursuant to this section and any expenses paid by the District on the Charter School's behalf.

Payment on invoices provided to the Charter School pursuant to this section shall be due within thirty (30) calendar days of receipt unless Charter School has provided written notice to District that it disagrees with invoiced charges. Payments shall be made to the District's Business Services Department. The Charter School may only withhold payment for services, fees or expenses that it has specifically contested. The Charter School shall make payment by check.

- XIX. **SEVERABILITY**: If any provision or any part of this MOU is for any reason held to be invalid and or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.
- **XX. NON-ASSIGNMENT**: No portion of this MOU or the Charter petition approved by the Board and District may be assigned to another entity without the prior approval of the Board and District.

- **XXI. WAIVER**: A waiver of any provision or term of this Memorandum of Understanding must be by mutual agreement in writing and signed by all parties. Such waiver shall not constitute a waiver of any other provision of this Memorandum of Understanding.
- XXII. **BOARD TRAINING**: The Charter School will orient all new board members and will provide ongoing training needed to enhance the effectiveness of its members to make sound decisions.
- XXII. **CLOSURE PROCEDURE**: In the event that the Charter is revoked, Charter School takes action to close Charter School, or a condition of operation of Charter School specified in this MOU is not met, Charter School shall follow the procedures outlined in the charter for closure and all other State provisions.
- XXIII. **CONFLICT OF INTEREST**: Charter School acknowledges that it is subject to the conflict of interest laws set forth in the California Corporations Code.

XXIV. MATERIAL REVISIONS TO CHARTER

- Changes to the Charter deemed to be material revisions may not be made without prior approval from the District Board per Cal. Ed. Code §47607. Changes to the Charter considered to be material revisions include, but are not limited to, the following:
- 1. Substantial changes to the educational program, mission, or vision of the Charter School, including the addition or deletion of a major program component that is a distinctive feature of the Charter School, such as STEM, language immersion, grade level grouping, arts integration, etc.
- 2. Adding a classroom-based or non-classroom based program and/or facility not expressly authorized by the Charter.
- 3. Addition or deletion of grades or grade levels to be served, for the program as a whole or in a given year, not expressly authorized by the Charter, or otherwise required by law.
- 4. Changes to location of facilities, including school sites, resource centers, meeting space, or other satellite facility including the opening of a new facility. Temporary locations rented for serving students shall be exempt from this provision.
- 5. Changing the name of the Charter School.
- 6. Entering into a contract to be managed or operated by any other non-profit public benefit corporation (or any other corporation or entity), such as an Educational Management Organization or a Charter Management Organization other than RSA.
- 7. Substantial changes to admission requirements and/or enrollment preferences identified in the Charter.

- XXV. CHARTER RENEWAL: RSA may seek renewal of the Charter prior to expiration of the Term of the Charter in accordance with statutory provisions.
- XXVI. **NOTIFICATION**: All notices, requests, and other communications under this agreement shall be in writing and mailed to the proper addresses as follows:

To the Columbia Elementary:

School District 10140 Old Oregon Trail

Redding, Ca 96003

Attn: Clay Ross, Superintendent

To the Charter School at: 955 Inspiration Place

Redding, CA 96003

Attn: Lane Carlson, Administrator

Except to the extent any subject of this MOU may also be covered in the Charter, This Agreement contains the entire agreement of the parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the parties with respect to the subject matter of this agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the parties herein or any of their agents or consultants except as may be expressly set forth in this MOU and Charter. The parties further recognize that this MOU shall only be modified in writing by the mutual agreement of the parties.

Dated:	
	Lane Carlson, Administrator
	Redding School of the Arts
Dated:	
	Jean Hatch, Board President
	Redding School of the Arts
	-
Dated:	
	Melissa Reyes, President
	Columbia Elementary School Board
Dated:	
	Clay Ross, Superintendent
	Columbia Elementary School District

Redding School of the Arts, Inc. California Not for Profit Corporation

Personnel Reporting

SUBJECT:	Agenda Item 2.7 – School Registrar Job Description -

Revised

PREPARER: Lane Carlson

<u>RECOMMENDATION</u>: Discussion/Action to Approve

BACKGROUND:

Administration will present the board with an amended draft of the school registrar job descriptions, formally Student Information Systems Administrative Technician. The job description has been amended to reflect the current needs of the school and high school.

➤ *See Attached: Job Description

REFERENCE:

Governing Board Policies/Board Duties & Responsibilities/Staffing & Personnel

Job Responsibilities School Registrar

POSITION PURPOSE/SUMMARY: Under general direction of Executive Director or their designee, the registrar will perform specialized record-keeping duties relating to the enrollment, transfer, or withdrawals from the school and maintain accurate and timely entry of a variety of attendance and other data. This person must work efficiently with a service-oriented attitude in a fast paced, multiple interruption school environment; must maintain confidential information regarding staff and students.

As an employee of Redding School of the Arts (RSA), this employee will follow the responsibilities and procedures as delineated in the RSA Personnel Handbook.

PRINCIPLE RESPONSIBILITIES

- Provides for accurate and timely entry of a variety of data into various computer software programs such as CALPADS, CalSASS, CBEDS, CRDC, State Testing Data, PFT, etc.
- Backup to Daily Lunch Count submission.
- Create and run Aeries queries and provide statistical data reports to Administration, teachers, Lifetouch, and others as requested.
- Grade reporting, including report cards and deficiency notices. Maintain data report on CP Designation for AP English and AP History, and update report cards and transcripts with CP Designation.
- Process and forward transcripts and records to schools, colleges and other institutions.
- Tours for new prospective students and parents.
- Trains staff in Aeries.net attendance/gradebook.
- Troubleshoot Aeries problems with the service provider.
- Oversee and maintain the application waiting list, process mid-year applications, and manage the enrollment process.
- Receives and verifies requirements of all student applications.
- Maintains Student CUM and Health Files: requests, receives and reviews all students CUM folders as needed.
- Organizes and prepares documents for annual school Application Validation meetings, lottery, Kindergarten Round up and notifies applicants of lottery outcome.
- Assists in the planning and scheduling of elective classes.
- Intent to Return process.
- Assists in number of students per class for the following year
- Prepares and sends donation requests for elective classes.
- Use of Aeries:
 - o Enrollment and Disenrollment of students.
 - o Building master schedule of classes.
 - o Finalizing Report cards and printing / emailing.
 - o Work with SUHSD for Yearend rollover of student data.
- Prepares and types letters, forms, records, reports, and other documents.
- Assists other office staff in answering phones, greeting the public and other routine activities as needed.
- Travel as needed for banking, postal or any other general services.

- Provide first aid and basic health care to ill and injured students; contact parents, the
 nurse or public safety agencies according to established guidelines; administer
 medications according to physician's directions; complete accident reports.
- Communicate effectively with the parents or guardians of their students.
- Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- Modern office practices, procedures and equipment.
- Applicable sections of the State Education Code and other applicable laws.
- Correct English usage, grammar, spelling, punctuation and vocabulary both oral and written.
- Record-keeping techniques.
- Interpersonal skills using tact, patience and courtesy.
- Alpha and numeric filing systems.
- Telephone techniques and etiquette.

ABILITY TO:

- Communicate and understand effectively both orally and in writing.
- Compose correspondence and written materials independently.
- Establish and maintain cooperative and effective working relationships with others.
- Maintain records and prepare reports.
- Meet schedules and timelines.
- Answer telephones and greet the public courteously.

EDUCATION AND EXPERIENCE:

• Any combination equivalent to: graduation from high school and three years of increasingly responsible clerical or secretarial experience.

LICENSE AND CERTIFICATES:

• Must possess a valid California Driver's License

PHYSICAL DEMANDS:

- Dexterity of hands and fingers to operate a computer keyboard
- Hearing and speaking to exchange information in person and on the telephone
- Seeing to read a variety of materials
- Sitting for extended periods of time
- Bending at the waist, kneeling or crouching to retrieve and maintain files
- Reaching overhead, above the shoulders and horizontally to retrieve files
- Persons performing service in this position classification-will exert 10 to 25 pounds of force occasionally to lift, carry, push, pull, or otherwise move objects
- May occasionally lift and stack heavy objects not to exceed 25 lbs.

Adopted: March 14, 2013 (Student Information Systems Administrative Technician) Amended: April 16, 2015 (Student Information Systems Administrative Technician) Amended May 19, 2016 (Student Information Systems Administrative Technician) Revised April 19, 2022 (School Registrar)

Redding School of the Arts, Inc. California Not for Profit Corporation

Personnel Reporting

SUBJECT:	Agenda Item 2.8 – `	Vice Principal Job	Description – 1 st Read

PREPARER: Lane Carlson

RECOMMENDATION: Discussion

BACKGROUND:

Administration will present the board with the Vice Principal job description for review. A final draft will be presented the following month for final review and approval.

> See Attached: Job Description

REFERENCE:

Governing Board Policies/Board Duties & Responsibilities/Staffing & Personnel

Job Responsibilities VICE PRINCIPAL

GENERAL FUNCTIONS: Under the general direction of the Executive Director (CEO) or designee. The Vice Principal is responsible for maintaining discipline and a positive student environment through staff development and direct student contact. The VP responds in an administrative capacity to help Redding School of the Arts meet its mission and vision and share in administrative duties at all events/ activities, i.e. school performances, promotion ceremony, etc.

As a certificated employee of Redding School of the Arts (RSA), this employee will follow the responsibilities and procedures as outlined in the *RSA Personnel Handbook*.

The Vice Principal will:

- Maintain communication with Administration, staff members, and parents as needed;
- Actively participate on the administrative team including staff meetings/trainings, providing board presentations, oversight at school activities/events and community outreach;
- Provide orientation and follow-up with new classified staff.
- Approve driver applications;
- Schedule and oversee student testing including Smarter Balanced, NWEA, YCT and ELPAC;
- Resolve student or parent issues regarding discipline and/or attendance;
- Schedule, Oversee and Evaluate yard duty, paraprofessionals as assigned;
- Character Education.
- Administer the Positive School Climate Program including; Management of Character Education, Administration of school wide behavior management program, implementation of student policies and monitoring of programs through LCAP & school climate surveys;
- Direct ASB activities: meet with advisors regarding dates, events, necessary paperwork for clubs/activities;
- Participate in Safety committee and assist in the maintenance of Safe School Plan including scheduling and implementation of monthly safety drills;
- Work with Administrative Team to manage discipline of students, including monitoring of school security cameras;
- Participate as Admin designee to TBC/PTC as assigned;
- Facilitate the Fall Field Trip/Activity;
- Chair attendance SST's and Tier 1 or 2 SST's as assigned;
- Interface with school counselor;
- Oversee School Accountability Report Card;
- Review classified employee time cards, absences, and hiring process;
- Approve class trips;
- Shared coordination and implementation of Informational tours; and
- Assist with validation meetings.

CREDENTIAL REQUIREMENTS

- Valid or Preliminary Administrative Credential;
- Preferred 2 years of teaching experience;
- Preferred 2 years of school experience in U.S.

QUALIFICATIONS

Ability to:

- Establish and maintain cooperative working relationships;
- Interpret and apply legal mandates, policies and regulations pertaining to a school operation and playground safety;
- Maintain confidentiality;
- Excellent verbal and written communication skills, including the ability to express oneself clearly and concisely, and successfully interact with the external and internal constituents; this includes the ability to resolve conflicts;
- Work with students (kindergarten thru eighth grades.)
- Proficiency with Microsoft Office Applications and the ability to operate all other applicable software;

Knowledge:

• Current General first aid /CPR training preferred.

PHYSICAL DEMANDS

- Ability to lift 20 pounds, using proper lifting techniques;
- Ability to sit, stand, and/or move around the classroom as needed;
- Ability to travel around our campus safely and comfortably;
- Ability to use a keyboard (or an alternative input device) and other office equipment;
- Ability to read information in printed material and on a computer screen (often for extended periods of time) and/or on a mobile device/laptop.

Adopted:

Redding School of the Arts, Inc. California Not for Profit Corporation

Personnel Reporting

<u>SUBJECT</u>: Agenda Item 2.9–2022/23 High School Personnel Calendars –

1st Read

2.9.1 2022/23 High School Certificated Calendar2.9.2 2022/23 High School Counselor/Registrar

PREPARER: Nicole Iskra

RECOMMENDATION: Discussion

BACKGROUND:

The Governing Board will review the proposed 2022/23 High School personnel calendars. A final draft will be presented the following month for final review and approval.

➤ See Attached High School Personnel Calendars

REFERENCE:

Governing Board Policies/Board Duties & Responsibilities/Staffing & Personnel

REDDING SCHOOL OF THE ARTS

2022-2023

HIGH SCHOOL CERTIFICATED

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1st Quarter Ends: 10/14/2022 (42 days)
2nd Quarter Ends: 12/22/2022 (85 days)
3rd Quarter Ends: 3/17/2023 (131 days)
4th Quarter Ends: 5/26/2023 (175 days)

Release Times: 9-12 (6th Period) @ 2:55 PM; (7th Period) @ 3:50 PM
Min. Day Release: 9-12 (6th Period) @1:15 PM; (7th Period) @ 1:55 PM
Grey Shaded = Student Attendance Days
175
Yellow = Non-Insructional Work Days
7
Holidays
0
Total Contract Days
182

21

August 2022									
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HOLIDAYS/RECESSES	

Labor Day Sept. 5th Veteran's Day observed Nov. 11th

(by law must be Nov 11 if a weekday)

Thanksgiving Break Nov. 21st - 25th

Christmas Holiday Dec. 24th - 25th

Winter Break Dec. 23rd - Jan. 9th

IMPORTANT DATES	
School Meet & Greet	Aug. 11th
School Starts	Aug. 17th
Back to School Night	Aug. 23rd
Veterans Assembly	Nov. 10th
Fall Semester Finals	Dec. 20th - 22nd
Spring Semester Finals	May. 24th - 26th
School Ends	May. 26th
*Snow Day/Emergency Make-Up Day:	May. 30th
Federal and State Holidays	
Minimum Days	
RSA E	Board Approved:
RSA E	Board Amended:

REDDING SCHOOL OF THE ARTS

2022-2023

HIGH SCHOOL COUNSELOR/REGISTRAR

July 2022

1st Quarter Ends: 10/14/2022 (42 days)
2nd Quarter Ends: 12/22/2022 (85 days)
3rd Quarter Ends: 3/17/2023 (131 days)
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Grey Shaded = Student Attendance Days
175
Yellow = Non-Insructional Work Days
25
Holidays
0
Total Contract Days
200

	August 2022										
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HOLIDAY	S/RECESSES
Labor Day	

Labor Day Sept. 5th

Veteran's Day observed Nov. 11th

(by law must be Nov 11 if a weekday)

Thanksgiving Break Nov. 21st - 25th

Christmas Holiday Dec. 24th - 25th

Winter Break Dec. 23rd - Jan. 9th

IMPORTANT DATES						
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School Ends	May. 26th					
*Snow Day/Emergency Make-Up Day:	May. 30th					
Federal and State Holidays						
Minimum Days						
RSA Board Approved:						
RSA Board Amended:						

Redding School of the Arts, Inc. California Not for Profit Corporation

Personnel Reporting

<u>SUBJECT</u>: Agenda Item 2.10 – Personnel Updates

Resignations:

- o Margaret Kennedy 5/28/2022 Cooking Elective Teacher
- o Breanna Miller 6/30/2022 School Psychologist
- o Troy Tieden 5/28/2022 Lunch Duty Paraprofessional

PREPARER: Lane Carlson

<u>RECOMMENDATION</u>: Discussion/Action to Approve

BACKGROUND:

It is the Governing Boards responsibility to hire and terminate, upon nomination and recommendation of the School Director, all personnel.

REFERENCE:

Governing Board Policies/Board Duties & Responsibilities/Staffing & Personnel