



REDDING SCHOOL of ARTS  
WHERE EDUCATION AND THE ARTS CONNECT

Redding School of the Arts  
California Nonprofit Benefit Corporation  
Board Meeting Agenda  
Posted Thursday, May 5, 2022

**Date:** Tuesday, May 10, 2022  
**Location:** 955 Inspiration Place, Redding  
**Room 21**  
**Open Session 5:30pm**

**ZOOM Information**

**Meeting ID:** 898 0011 6299

**Passcode:** kJB3iD

**Zoom Link:** <https://us02web.zoom.us/j/89800116299?pwd=WjQxNFNXU1ZPeWxNOFVFN0R6bIA1QT09>

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

**Meeting ID:** 898 0011 6299

**Passcode:** 433368

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

**Join Zoom Meeting**

<https://us02web.zoom.us/j/89800116299?pwd=WjQxNFNXU1ZPeWxNOFVFN0R6bIA1QT09>

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](mailto: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.

Meeting called to order by Presiding Officer

Roll Call/Establish Quorum:

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

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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	_____

Open Session: 5:30PM

Roll Call/Establish Quorum:

**Public Forum for Non-Agenized Items & Closed Session:**

Hearing of persons desiring to address the Board on closed session item or 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).

Adjourn to Close Session 5:40pm

- Conference with Legal Counsel – Existing Litigation; pursuant to Government Code Section 54956.9 (d)(1)
  - Case Name Unspecified: Disclosure would jeopardize existing settlement negotiations

Resume Open Session:

Report Out on Closed Session

Presentations:	(10 Min)
• Art Presentation – Elizabeth Brown	
Director Report:	(5 Min)
Principal Report:	(5 Min)
Staff Liaison Report:	(5 Min)
Governing Board Report:	(10 Min)
Governing Board Correspondence:	(5 Min)

**Public Hearing**

Discussion: 2022/23 LCAP (10 Min)

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 4/19/2022 Board Minutes
- 1.2 Approve April 2022 Warrants
- 1.3 Approve 2022/23 RSA/Columbia MOU – 2<sup>nd</sup> Read
- 1.4 Approve Vice Principal Job Description – 2<sup>nd</sup> Read
- 1.5 Approve 2022/23 High School Personnel Calendars – 2<sup>nd</sup> Read
  - 1.5.1 2022/23 High School Certificated Calendar
  - 1.5.2 2022/23 High School Counselor/Registrar

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/Action: Additional Directions to the Finance Committee for Annual Budget Development(10 Min)
- 2.2 Discussion: High School Building Update (10 Min)
- 2.3 Discussion/Action: Office of Public School Construction Funding Resolution No. 2021-22-02 (10 Min)
- 2.4 Discussion/Action: 2022-23 Shara Presidio/RSA Service Agreement (10 Min)

General Reporting

- 2.5 Discussion: 2022/23 LCAP Update (10 Min)
- 2.6 Discussion: 2021/22 Review Governing Board Goals (10 Min)
- 2.7 Discussion: 2022/23 Governing Board Openings (5 Min)

Personnel Reporting

- 2.8 Discussion/Action: Personnel Updates (5 Min)

Retirement:

- o Elizabeth Brown – 6/1/2022 Middle School Art Teacher

Resignations:

- o Lacy Schmall – 5/27/2022 Paraprofessional
- o Zhen Wang – 6/30/2022 Mandarin Teacher - K

**Meeting Adjournment:**

**Next Regular Meeting:**

Date: Tuesday, June 7, 2022  
Time: 5:45 p.m.  
Location: Redding School of the Arts/Community Room  
955 Inspiration Place  
Redding, CA 96003

*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 – April 19, 2022 Minutes

PREPARER: Adel Morfin

RECOMMENDATION: Motion to Approve Minutes.

BACKGROUND:

See Attached Minutes

REFERENCE:



REDDING SCHOOL of ARTS  
WHERE EDUCATION AND THE ARTS CONNECT

**Redding School of the Arts**  
California Nonprofit Benefit Corporation  
Un-Adopted Board Meeting Minutes

**Tuesday, April 19, 2022**

**Open Session: 5:45 p.m.**

Meeting called to order by Presiding Officer Jean Hatch at 5:47 p.m.

Roll Call/Establish Quorum:

Jean Hatch, President	<u>          X          </u>
Heather Wright, Vice President	<u>          X          </u>
Lisa Stewart, Treasurer	<u>          X (via video conference)          </u>
Jonathan Sheldon, Secretary	<u>          X          </u>
Andrew McCurdy, Community Member	<u>          X          </u>
Daria O'Brien, Community Member	<u>          X          </u>

Additional Non-Voting Participants

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

Board Recorder: Adel Morfin

Onsite Guests: Bridgette Jacobsen

Zoom Video Guests: Candice Percia, Cassie Plummer, Katie Swarts, and Lissa Uhleman

**PRESENTATIONS:**

**- RSA Library Development – Bridgette Jacobsen**

Library Information Specialist, Bridgette Jacobsen, highlighted the changes she has implemented to the RSA Library since 2020. Highlights include the addition of a new online library catalog management system, Follette Destiny, library subscription to SORA for free access to ebooks and audiobooks, California K-12 Online Content Project, updated RSA Library web page, and amending the existing library policy to reflect an updated Library Collection Management Policy.

The library has also collaborated to raise reading awareness and secure library funding through Scholastic Books fairs, PTC Read a- Thon, Panda Express reading incentives, and was Walmart Grant recipient last year.

Moving forward, Bridgette plans to continue with inventory management, adding new library signage, book reorganization, establishing digital/media literacy resource web page for teachers and lessons for students, and possibly offer an after school book club.

**DIRECTORS REPORT:**

**- Lane Carlson:**

Reported that RSA's Greek STEAM Discoveries Theme Day on 4/7 was a huge success thanks to staff and parent volunteers.

**PRINCIPAL REPORT:**

**- Carol Wahl:**

Reported April 5th- April 8<sup>th</sup> was spirit dress up week. It was great seeing students dress up for staff look alike day and science theme day.

Staff are gearing up for 3<sup>rd</sup>-8<sup>th</sup> grade CAASPP testing Tues. April 26<sup>th</sup> thru Fri. April 29<sup>th</sup>. Administration plans to send a letter to parents with additional testing information.

RSA Aladdin Musical is coming up May 5<sup>th</sup>. Students and drama staff are busy with rehearsals.

#### **STAFF LIAISON REPORT:**

- **Sophia Zaniroli:**  
Reported middle school students had a great time attending their 6<sup>th</sup>-8<sup>th</sup> class field trips.

#### **GOVERNING BOARD REPORT:**

- **Andrew McCurdy:** Thanked teaching staff for organizing the 6<sup>th</sup>-8<sup>th</sup> class field trips.
- **Daria O'Brien:** Nothing to report at this time
- **Heather Wright:** Nothing to report at this time
- **Jonathan Sheldon:** 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 a parent. The board plans to review the information in closed session next month, pending advice from legal counsel.

#### **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).*

- No Comments

#### **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

Daria O'Brien moved to approve the consent agenda as listed, seconded by Andrew McCurdy. Vote 6 Ayes: 0 Nays.

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

**2.1 Discussion: Finance Committee Meeting Update**

- 2.1.1 2022/23 Administrative Salary Schedule Proposal – 1<sup>st</sup> 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 1<sup>st</sup> Read
- 2.1.4 2022/23 Classified/MTSS Salary Schedule Proposals – 1st Read

Lane Carlson reported the Finance Committee met on 3/21 & 4/4 to review current salary schedules comparing them to schools of similar size such as Columbia, Grant, Pacheco, and Junction. Although the classified salary schedules were found to be competitive and comparable to Columbia, the certificated salaries start to lag behind other comparable schools around year 5. The committee recommends modifying the RSA certificated salary schedule steps and proposed a varying salary increase, depending on step and column, ranging from 0.85% in BA-60/step 2 to 7.64% in BA+75/step 26 in order to adjust the steps moving forward. They also recommend the Board consider the addition of a longevity stipend of \$1500 applied to each of the last 4 steps (27-30) in column 75+.

It was recommended Certificated MTSS/SPED salary schedules receive a 3% increase across the board for all positions/steps consistent with Columbia.

The committee proposed a 3% increase for all classified positions/steps consistent with Columbia, as well as the addition of an Associated Degree stipend of \$250 and Bachelor's Degree stipend of \$500. Classified personnel with at least 20 years of service at RSA would be eligible for a longevity stipend of 3% per step and 5% for those with 25+ years of service.

He introduced Columbia's Reduced Absence Incentive Stipend (RAI) for consideration. The stipend is a bonus for those who use less than half of their yearly allotted sick leave (10 days). If considered by the board, the Finance Committee discussed using the same rate for both classified and certificated staff.

Lane reported Robyn Stamm and Cathleen Serna also provided a salary schedule proposal of 3% increase to the Admin Salary Schedule, however, this was not included in the original directions issued by the board to the Finance Committee.

The total cost to implement the proposed increases to certificated and classified salaries is approximately \$157,115.39; including the admin salary schedule.

The board discussed the information presented. Lisa Stewart inquired when the last time a 3% salary Admin and classified increase was approved by the board. Margaret Johnson reminded the board the current Admin salary schedule was updated last year based on comparisons provided by Cathleen Serna, as well as all other staff salary schedules.

Robyn Stamm reminded the Board that the projected 5.33% State COLA does not apply to all funding sources, including salaries. The MYP shows RSA has a planned deficit spending of \$417,000 in 2022/23, and projects to be to the good in 2023/24 by \$292,000, depending on high school enrollment and ADA.

The board directed the Finance Committee to include the cost implementation of the Certificated, MTSS Certificated, High School Counselor, and Classified staff proposed salary schedules for the purpose of annual budget development and MYP. The board will review the budget impact in May before making a final determination on whether or not to adopt the recommended salary schedule increases.

**2.2 Discussion/Action: COVID-19 Vaccination Verification & Testing Requirements**

Administration reported there have been no new changes to the state testing requirements. Unverified staff are still required to test weekly. The board adopted the COVID-19 Vaccination Verification & Testing Requirement policy back in November and requires all staff, regardless of vaccination status, to submit to COVID-19 testing at least once per week as a condition of entering school property or performing job duties in-person. The policy was implemented to for health and safety of all students and staff.

Board members recommend keeping the policy in place through May, as there are only a few weeks left of school and there are no planned changes to state testing requirements?

Wendy Sanders commented a lot has changed since November. The current variant is not the same as the one last fall and the risk for transmission has since decreased as well. She does not believe that the same health and safety reasons still apply today that warrant the need for staff to continue to test on a weekly basis.

Sophia Zaniroli stated some staff members would like the board to consider testing unverified staff only, while others would like to keep the status quo and continue testing all staff, regardless of vaccination status.

Andrew McCurdy moved to keep the current COVID-19 Vaccination Verification & Testing Requirements Policy through the rest of the school term, seconded by Daria O'Brien. Vote 6 Ayes: 0 Nays.

**2.3 Discussion/Action: Policy Amendments**

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

2.3.2 Library Collection Management Policy – *Curriculum & Instruction Policy*

Margaret Johnson reported The School Board Meetings - Brown Act Compliant policy has been amended to reflect new CSDC recommendations that follow state guidelines on teleconferencing rules during state of emergencies.

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

Andrew McCurdy moved to approve the School Board Meetings - Brown Act Compliant Policy & Library Collection Management Policy as written, seconded by Daria O'Brien. Vote 6 Ayes: 0 Nays.

**2.4 Discussion: LCAP Update**

The agenda item was tabled until May.

**2.5 Discussion: High School Building Update**

Lane Carlson reported on ongoing advertisement efforts for the new high school. Administration has conducted radio ads, post card mailers, added a new high school sign out front, placed ads in local school musicals, and will be holding an informational night on 5/17 in the hopes of increasing enrollment. He reported only 16 application for enrollment have been received so far. High school position vacancies for counselor and math teacher have been filled. Administration is still looking into the social studies position.

Lane met with Shasta College to identify the courses that will be offered as part of CCAP agreement.

Andrew McCurdy has been busy with the site plan and logistics for the new portables. The architects have been working on additional detailed renderings and design plans for the main high school building, which will allow for better sub-contractor estimates. Lane reported that due to ongoing inflation costs and rate increases, the cost for the project is estimated at 1.5 million over budget. The building committee suggests fundraising separately for the cost to complete the inside of the theater in order to help bridge the gap in the budget. The committee also plans to explore other financing options and report their findings to the board at a future meeting.

Andrew McCurdy commented Gifford Construction has completed the first round of the planning approval process. He stated that the previous campus declaration will need to be amended to reflect the change with the parcel lot lines. They are working through

some of the comments issued by the different planning agencies and heading towards construction document submission for permits in June.

**2.6 Discussion: 2022/23 RSA/Columbia MOU – 1<sup>st</sup> Read**

Lane Carlson reported having met with Columbia Superintendent, Clay Ross, to discuss changes to the 2022/23 MOU. He reported the changes were very minimal and included updated language, high school expansion beginning in 2022/23, offering independent study program in K-8 and high school, and aligning applicable statutory or regulatory reporting deadlines as required by the state.

The MYP will be presented for final review and approval in May.

Jean Hatch requested that future draft revisions include tracking so the board can easily review the changes to the MOU.



**2.7 Discussion/Action: School Registrar Job Description – Revised**

Lane Carlson reported that due to the high school expansion Administration plans to revise the Student Information Systems Administrative Technician into two sperate positions. One positions will be Attendance Clerk (11-month position) and the other is the School Registrar (12-month position). The School Registrar calls for more specialized needs that will be needed once the high school is up and running next year.

Daria O’Brien moved to approve the revised School Registrar Job Description as written, seconded by Heather Wright. Vote 6 Ayes: 0 Nays.

**2.8 Discussion: Vice Principal Job Description – 1st Read**

Lane Carlson presented the board with the Vice Principal job description for review. The job description was modeled after the Dean of Student job description and follows the admin organizational plan. A final draft will be presented the following month for final review and approval.

**2.9 Discussion: 2022/23 High School Personnel Calendars – 1st Read**

- 2.9.1 2022/23 High School Certificated Calendar
- 2.9.2 2022/23 High School Counselor/Registrar

Lane Carlson introduced the proposed High School Certificated and Counselor personnel calendars. He noted the Counselor/Registrar calendar was initially intended to be one position, but after further review, it was determined both positions would be separate and follow separate work calendars. The final draft of the counselor calendar will be updated next month when its presented for final review and approval.

The High School Certificated Calendar aligns with the K-8 instructional calendar with the exceptions of reduced minimum days.

**2.10 Discussion/Action: 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

Heather Wright moved to approve the personnel updates as listed, seconded by Jonathan Sheldon. Vote 6 Ayes: 0 Nays.

**ADJOURNMENT:**

Meeting adjourned at 7:03 p.m.

**NEXT REGULAR MEETING:**

Date: Tuesday, May 10, 2022  
 Time: 5:45 p.m.  
 Location: Redding School of the Arts/Community Room  
 955 Inspiration Place  
 Redding, CA 96003

Governing Board Minutes Respectfully Submitted,

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Jonathan Sheldon  
 RSA Governing Board Secretary

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Board Approval Date

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

**Consent Agenda**

SUBJECT: Agenda Item 1.2 – April 2022 Warrants

PREPARER: Adel Morfin

RECOMMENDATION: Motion to Approve Warrants

BACKGROUND:

REFERENCE:

See Attached Warrant Summary Report (ReqPay12C)

Checks Dated 04/01/2022 through 04/30/2022

Board Meeting Date April 29, 2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
9010916317	04/07/2022	Amazon, Inc	62-4310	HP Ink Cartridge	33.23	
				Jumbo Craft Sticks	137.62	
				Library Books	176.13	
				Paper Drinking Cups	68.16	415.14
9010916318	04/07/2022	Amberly & Chad Stauffer	62-4310	Art Supplies	70.29	
				Watercolor Paint Set	25.73	96.02
9010916319	04/07/2022	California Dance Company	62-5880	Nov - May Dance Lessons	100.30	
				Sep - Oct Ballet Lessons	59.00	159.30
9010916320	04/07/2022	Charter Communications	62-5920	April 2022 Telephone/Internet Charges		2,191.29
9010916321	04/07/2022	Charter Schools Development//C enter	62-5300	2022 CSDC Annual Membership Renewal		1,638.00
9010916322	04/07/2022	iGym, Inc	62-5880	Mar 2022 Gymnastics Lessons		50.00
9010916323	04/07/2022	Jocelyn C. Olson Studio 1 on 1	62-5880	Mar 2022 Piano Lessons		100.00
9010916324	04/07/2022	Kenji Kato Drum & Piano Studio Kenji Kato	62-5880	Mar 2022 Piano Lessons		120.00
9010916325	04/07/2022	Mary Homicz's Equine Services	62-5880	Mar 2022 Horseback Riding Lessons		170.00
9010916326	04/07/2022	Mendes Supply Company	62-4515	Toilet Seat Covers		181.64
9010916327	04/07/2022	MORFIN, AUDELIA	62-5211	Mar 2022 Mileage Reimb		51.48
9010916328	04/07/2022	Ninja Coalition HQ, Inc.	62-5880	Mar - May Ninja Training Lessons	99.00	
				Sep - May Ninja Training Lessons	79.00	178.00
9010916329	04/07/2022	Office Depot	62-4310	Colored Paper & Pens	32.96	
				Home Sch Dept Office Supplies	1,200.67	1,233.63
9010916330	04/07/2022	One Mind Jiu Jitsu	62-5880	Mar 2022 Jiu Jitsu Lessons		100.00
9010916331	04/07/2022	Pitney Bowes Global Financial Services LLC	62-5620	4/30 - 7/30 Postage Machine Lease		90.88
9010916332	04/07/2022	Prime Foundations Kaitlin Groennings	62-5880	Mar 2022 Horseback Riding Lessons		720.00
9010916333	04/07/2022	Pro-Ed	62-4510	SPED Quick Score Assessment Forms		105.53
9010916334	04/07/2022	Redding Dance Centre, Inc	62-5880	Mar 2022 2022 Ballet Lessons		140.00
9010916335	04/07/2022	Results Radio LLC	62-5840	Bob FM 107.1 High Sch Radio Ad	410.00	
				Q97 High Sch Radio Ad	950.00	1,360.00
9010916336	04/07/2022	Sammi Eddings	62-4310	Used Books		25.20
9010916337	04/07/2022	SCOTT, DONNA G	62-4310	Office Supplies & Books		78.53
9010916338	04/07/2022	Sun Oaks Tennis & Fitness The Walsh Group, Inc	62-5880	Mar 2022 Gym Membership		100.00
9010916339	04/07/2022	TSA Consulting Group, Inc. Attn: Participant Transaction	62-5860	Mar 2022 Plan Admin & Compliance Fee		15.00
9010916340	04/07/2022	World Telecom & Surveillance Inc.	62-5800	AMAG Card Reader Software License		2,099.00
				Renewal 5YR		
9010916341	04/07/2022	WYLIE, BYRON K	62-4310	Binders		60.33
9010916342	04/07/2022	Young, Minney & Corr LLP	62-5810	March Legal Fees		363.37
9010917746	04/21/2022	Amazon, Inc	62-4310	Markers & Paper	81.97	
				Toothpicks & Scissors	20.06	102.03
9010917747	04/21/2022	ARCHER, LISA A	62-4310	Snacks	34.42	

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

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Checks Dated 04/01/2022 through 04/30/2022

Board Meeting Date April 29, 2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
9010917747	04/21/2022	ARCHER, LISA A	62-4310	Theme Day Supplies	33.95	68.37
9010917748	04/21/2022	Batteries Plus Bulbs	62-4510	AA Batteries for Wireless Mic's		74.13
9010917749	04/21/2022	CARCAMO, ELSA G	62-5211	Mar 2022 Sch Nurse Mileage Reimb		70.14
9010917750	04/21/2022	City of Redding Utilities Acct 0210456-0	62-5517	Mar 2022 Garbage Utility Services		517.86
9010917751	04/21/2022	Columbia Elem School District	62-5825	Q2 Business Services Agreement		21,212.25
9010917752	04/21/2022	DALY, CATHERINE	62-5211	Mar 2022 SLP Mileage		343.98
9010917753	04/21/2022	Docs Medical Group, Inc dba: Pulse Urgent Care	62-5800	Employee Mask Fitting		30.00
9010917754	04/21/2022	FAN, XIAOHE	62-4310	Chicken/Steer Manure	13.19	
				Plastic Wire Spools for Theme Day	32.16	45.35
9010917755	04/21/2022	Growing Healthy Children Therapy Services, Inc.	62-5100	Mar 2022 OT Services		1,982.75
9010917756	04/21/2022	LYNAM, MELINDA	62-4310	Construction Paper	24.22	
				Expo Block Eraser	9.32	
				Laminator Sheets for Theme Day	14.17	
				Misc Classroom Supplies	132.25	179.96
9010917757	04/21/2022	MARTIN, AMY L	62-4310	Theme Day Food Tasting Supplies		47.78
9010917758	04/21/2022	Mission Linen & Uniform Serv	62-5530	4/7 Laundry Service		136.43
9010917759	04/21/2022	MORFIN, AUDELIA	62-5930	Federal Duck Stamp Artwork Postage		25.54
9010917760	04/21/2022	NCS Pearson Inc	62-5801	Feb 2022 Online Psych Assessments for Coding	87.50	
				Jan 2022 Online Psych Assessments for Coding	17.50	
				Mar 2022 Online Psych Assessments for Coding	117.30	222.30
9010917761	04/21/2022	NOBLE, SHERI R	62-4350	Sheet Music	320.28	
				Unpaid Sales Tax	1.68-	318.60
9010917762	04/21/2022	NorCal Presort and Printing	62-5840	High School Postcard Mailer	676.53	
			62-5930	High School Postcard Mailer	290.25	966.78
9010917763	04/21/2022	Office Depot	62-4310	Classroom Supplies	29.49	
				K-5 Theme Day Supplies	155.46	
				Office Supplies - Reg Ed/Home Sch	113.44	
				Re-Order Classroom Supplies	16.95	
				Refund - Missing Classroom Supplies	29.49-	
				Retractable Pens	12.51	
				Scissors & Expo Cleaner	34.50	
				Theme Day Supplies	89.26	422.12
9010917764	04/21/2022	Procopio, Cory, Hargreaves and Savitch LLP	62-5810	Mar 2022 Legal Fees		73.00
9010917765	04/21/2022	Raquel Ross	62-4310	Art Supplies	164.62	
				Cardstock	6.55	

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Checks Dated 04/01/2022 through 04/30/2022

Board Meeting Date April 29, 2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
9010917765	04/21/2022	Raquel Ross	62-4310	Clay Variety Pack	10.70	
				Copy Paper	6.91	
				Glue Sticks	7.26	
				Markers & Tape	29.26	
				Sketch Book Set	12.86	
				Sticker Paper	8.71	246.87
9010917766	04/21/2022	Redding Area Bus Authority	62-5806	Mar 2022 Youth Bus Passes		29.00
9010917767	04/21/2022	Results Radio LLC	62-5840	Bob FM 107.1 High Sch Radio Ad 3/28-4/10	390.00	
				Q97 High Sch Radio Ad 3/28-4/10	950.00	1,340.00
9010917768	04/21/2022	SCHACK, MARILYN	62-4310	Zip Lock Bags		27.86
9010917769	04/21/2022	SCHMALL, HEIDI J	62-4310	Paper Mate Pencils		15.52
9010917770	04/21/2022	SCOTT, DONNA G	62-4310	Food Coloring & Foil	15.13	
				Freezer Bags	27.87	
				Vinyl Tubing	5.73	48.73
9010917771	04/21/2022	Shasta - Trinity Schools Insurance Group - Dental	62-3702	May 2022 Dental Premiums	22.50	
			62-9551	May 2022 Dental Premiums	6,437.31	6,459.81
9010917772	04/21/2022	Shasta - Trinity Schools Insurance Group - Vision	62-3702	May 2022 Vision Premiums	113.33	
			62-9552	May 2022 Vision Premiums	1,169.17	1,282.50
9010917773	04/21/2022	Shasta -Trinity Schools Insurance Group - Medical	62-3702	May 2022 Medical Premiums	994.00	
			62-9550	May 2022 Medical Premiums	46,905.00	47,899.00
9010917774	04/21/2022	Shasta County Office of Ed Attn: Business Office	62-5100	Q3 VI Services 1/10/22 - 3/25/22		1,759.73
9010917775	04/21/2022	Shasta Gymnastics Academy	62-5880	Mar 2022 Trampoline Classes		185.00
9010917776	04/21/2022	SHERIDAN, DAVID W	62-4310	Oreos & Candy Bars		25.98
9010917777	04/21/2022	The Brass Reed	62-4350	Used Trumpet & Bows		274.56
9010917778	04/21/2022	Trinity Dance & Fitness Studio Timbre Beck	62-5880	Mar 2022 Dance & Karate Lessons		72.00
9010917779	04/21/2022	WARMINGTON, ERIKA A	62-5211	3/2 - 3/28 Elective Mileage Reimb		24.00
9010917780	04/21/2022	ZANIROLI, SOPHIA A	62-4310	Food Containers	64.32	
				Swim Noodle & Foam Boards	20.11	84.43
9010917781	04/21/2022	ZEHNLE, CARLA K	62-4310	Candy for Math Class Rewards		12.96
9010917782	04/21/2022	Save Mart Supermarket	62-4310	3/8 - 4/5 Cooking Elective Groceries		378.07
9010918635	04/28/2022	Amazon, Inc	62-4310	Binders & Tissue Paper	30.82	
				Library Books	170.92	
				Memory & Power Bank	498.63	
				School/Office Supplies	231.13	
				Wireless Keyboard & Mouse for Community Room	25.73	957.23
9010918636	04/28/2022	AT&T Payment Center 530-223-1951 397 4	62-5910	4/17/22 - 5/16/22 Telephone Serv		3,482.50
9010918637	04/28/2022	B&H Photo-Video Remittance Processing Center	62-4510	Loud Speakers for Amtheater		1,274.75

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Checks Dated 04/01/2022 through 04/30/2022

Board Meeting Date April 29, 2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
9010918638	04/28/2022	BROWN, ELIZABETH L	62-4310	Mat Board for Art Competition	20.57	
				Pizza Boxes for Mosaic Proj	28.16	
				Wood for Mosaic Proj Base	45.05	93.78
9010918639	04/28/2022	BURKETT, THOMAS	62-4310	Grey Hair Spray & Gum for Theme Day		12.85
9010918640	04/28/2022	Canon Financial Services, Inc.	62-5620	May 2022 SPED Copier Lease & Maint Serv		472.73
9010918641	04/28/2022	CDW-Government LLC	62-5940	Meraki License Renewal 3YR		7,425.00
9010918642	04/28/2022	City of Redding Utilities Acct 0206257-8	62-5516	3/21 - 4/19 Electricity/Sewer Utilities	5,757.99	
			62-5518	3/21 - 4/19 Electricity/Sewer Utilities	666.36	6,424.35
9010918643	04/28/2022	Columbia Elem School District	62-5850	Q3 Oversight Fees		16,736.22
9010918644	04/28/2022	CREW, RACHEL J	62-4310	Foam Cups & Sugar Packets	21.59	
				Happy Salmon Card Game	22.88	
				Tea & Cookies	24.59	
				Word & Card Games	53.41	122.47
9010918645	04/28/2022	Dance Depot	62-5880	Jan - May Dance Lessons		144.00
9010918646	04/28/2022	HANAGAN, LIQIN D	62-4310	Student Photo Prints		16.03
9010918647	04/28/2022	LAHEY, REBECCA K	62-4310	Self Adhesive Name Plates		77.75
9010918648	04/28/2022	Mission Linen & Uniform Serv	62-5530	4/21 Laundry Service		142.07
9010918649	04/28/2022	Redding Canvas Ruth Patrick	62-5630	Classroom Couch Cushion Reupholstery & Fabric		2,414.50
9010918650	04/28/2022	Redding Performing Arts Center Kenneth B. Baumann	62-5880	Dec - May Piano Lessons		155.00
9010918651	04/28/2022	Shar Music Shar Products Company	62-4350	Violin String Sets		304.90
9010918652	04/28/2022	Shasta Union High School Dist Business Services	62-5940	May 2022 Managed Cloud Services		462.50
9010918653	04/28/2022	The Brass Reed	62-4310	Violin Repair Parts		62.00
9010918654	04/28/2022	U.S. Bank	62-4310	Home Depot - Lumber for Music Sound	321.69	
			62-4330	Flats		
				Cinnabon - Dessert for Theme Day Luncheon	99.61	
				Costco - Breakroom Plates/Cutlery	94.32	
				Costco - Pizza for Theme Day Luncheon	74.70	
				Costco - Salad for Theme Day Luncheon	59.92	
				Costco - Water for Board Mtg	8.99	
				Costco - Water for Events	8.98	
				Costco - Water for Theme Day Volunteers	5.99	
				Olive Garden - 3/28 ILT Lunch	86.20	
				Olive Garden - 4/19 Board Mtg	118.55	
			62-4510	Lowe's - SOOW Cord for Theater Lighting	324.43	
				Cable		
				Mallery's Flowers - Sympathy Flowers	85.36	

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Checks Dated 04/01/2022 through 04/30/2022

Board Meeting Date April 29, 2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
9010918654	04/28/2022	U.S. Bank	62-4510	Musson Theatrical - Fog Fluid & Lighting Gel	284.81	
			62-4515	Home Depot - Dawn Dish Soap	23.53	
				Uline - WypAll Pro Kitchen Disp Wipes	184.53	
			62-4540	Home Depot - Connect Tee for AC Filter	6.08	
				Home Depot - Pipe Insulation for Rm 15	6.41	
				Home Depot - Springs for Latch Gate Repair	13.15	
				Home Depot - Wasp Traps & Poly Tubing	26.17	
			62-5200	United Airlines - SELPA CEO Council Mtg - Sanders	467.20	
			62-5801	SpEd Zoom - Standard Pro Monthly	44.97	2,345.59
<b>Total Number of Checks</b>					<b>83</b>	<b>141,973.95</b>

**Fund Summary**

Fund	Description	Check Count	Expensed Amount
62	CharterSchoolsEnterprise	83	141,975.63
	Total Number of Checks	<b>83</b>	141,975.63
	Less Unpaid Sales Tax Liability		1.68
	<b>Net (Check Amount)</b>		<b>141,973.95</b>

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.

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

**Consent Agenda**

SUBJECT: Agenda Item 1.3 – 2022/23 Columbia/RSA MOU – 2<sup>nd</sup> Read

PREPARER: Lane Carlson

RECOMMENDATION: Motion to Approve Annual MOU w/ Columbia

BACKGROUND:

The Governing Board will approve the annual Memorandum of Understanding (MOU) between RSA and Columbia ESD for 2022/23 school year.

- See Attached Columbia MOU Final Draft

REFERENCE:  
2021/22 Columbia MOU



**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 **July 1, 2022**, and shall expire **June 30, 2023**.
- 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 up-to-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 facts 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 not 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/self-insurance 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.

“Supervisory 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**

**Consent Agenda**

SUBJECT: Agenda Item 1.4 – Vice Principal Job Description – 2<sup>nd</sup> Read

PREPARER: Lane Carlson

RECOMMENDATION: Motion to Approve Job Description

BACKGROUND:

The Governing Board will approve the final draft of the Vice Principal job description.

- 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 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;
- 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**

- Current 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**

**Consent Agenda**

**SUBJECT:** Agenda Item 1.5– 2022/23 High School Personnel Calendars –  
2<sup>nd</sup> Read

1.5.1 2022/23 High School Certificated Calendar

1.5.2 2022/23 High School Counselor Calendar

**PREPARER:** Nicole Iskra

**RECOMMENDATION:** Discussion

**BACKGROUND:**

The Governing Board will approve the final draft of the 2022/23 High School personnel calendars.

- 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**

0

July 2022						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

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-Instructional Work Days

7

Holidays

0

Total Contract Days

182

16

August 2022						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
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21

September 2022						
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25	26	27	28	29	30	

21

October 2022						
Su	M	Tu	W	Th	F	Sa
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

16

November 2022						
Su	M	Tu	W	Th	F	Sa
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16

December 2022						
Su	M	Tu	W	Th	F	Sa
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16

January 2023						
Su	M	Tu	W	Th	F	Sa
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18

February 2023						
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26	27	28				

23

March 2023						
Su	M	Tu	W	Th	F	Sa
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15

April 2023						
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30						

20

May 2023						
Su	M	Tu	W	Th	F	Sa
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28	29	30	31			

0

June 2023						
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

**HOLIDAYS/RECESSES**

Labor Day . . . . .	Sept. 5th
Veteran's Day observed . . . . .	Nov. 11th
<i>(by law must be Nov 11 if a weekday)</i>	
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
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 Board Approved:  
RSA Board Amended:

## REDDING SCHOOL OF THE ARTS 2022-2023 HIGH SCHOOL COUNSELOR

1st Quarter Ends: 10/14/2022 (42 days)

2nd Quarter Ends: 12/22/2022 (85 days)

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175

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25

Holidays

0

Total Contract Days

200

0

July 2022						
Su	M	Tu	W	Th	F	Sa
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17	18	19	20	21	22	23
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April 2023						
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22

May 2023						
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11

June 2023						
Su	M	Tu	W	Th	F	Sa
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*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**

**Financial Reporting**

SUBJECT: Agenda Item 2.1 – Additional Directions to the Finance Committee for Annual Budget Development

PREPARER: Lane Carlson

RECOMMENDATION: Discussion/Action to Approve Directions to the Finance Committee for Annual Budget Development

BACKGROUND:

It is the responsibility of the Governing Board to provide directions to the Finance Committee for the purpose of developing the Annual Budget.  
The board will review administration's updated recommendations before finalizing the directions to the Finance Committee.

\*See Attached: Recommendations from Administration

REFERENCE:  
Governing Board Policies/Board Duties & Responsibilities/Finance & Budget

## Finance Committee Directions: Planning for 2022 – 2023 & MYP

As the year is fast coming to an end, the process of budgeting for the next school year is also on going. The board generally gives a directive to the finance committee who is involved in the process of putting together the annual budget and to report back to the board in May/June with a draft budget. At that time the board will be able to review the budget and ask any questions, or express thoughts and concerns. In June the board will review it for final approval before it is submitted to our sponsoring LEA and SCOE.

Recommendations and directives that the board gives the finance committee to consider are:

- Review of revenues and compare with estimated prior year final numbers.
  1. Review significant changes for reasonableness
  2. Review anticipated ADA numbers of classroom based and non-classroom based programs.
  
- Review of expenditures and compare with estimated prior year numbers.
  1. Review potential COLA increase to Certificated and Classified salaries.
  2. CalSTRS and PERS contributions.
  3. Review need for additional curriculum purchases and anticipated curriculum costs for IS program especially categorical or designated funds.
  - 3-4. Anticipated department/program annual budgets.
  - 4-5. Any anticipated capital asset purchases
  - 5-6. Review special education costs.
  7. Review staffing needs to continue to mitigate learning loss for certificated and classified positions.
  8. High School Building costs
  - 6-9. Other anticipated costs
  
- Prioritization of net reserve planning
  1. Ensure that RSA is meeting Economic Uncertainty and designated reserves.
  2. Continued review of implementing reserves for items previously discussed
    - Deferred maintenance and IT purchase
    - Long Term planning for Cash reserve of 8-15% or two months salaries
  
- Review the budget concerning potential cash flow concerns during the year.

Adopted: 3/8/2022

Amended:

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

**Financial Reporting**

SUBJECT: Agenda Item 2.2 – High School Building Update

PREPARER: Lane Carlson/Margaret Johnson

RECOMMENDATION: Discussion

BACKGROUND:

Administration will provide the board with an update on the high school & theater building plans & construction.

REFERENCE:

RSA Policies & Procedures/Facility-Operations Policies/Capital Expenditures



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

**Financial Reporting**

SUBJECT: Agenda Item 2.3 – Office of Public School Construction  
Funding Resolution No. 2021-22-02

PREPARER: Lane Carlson

RECOMMENDATION: Discussion/Action to Approve Resolution

BACKGROUND:

RSA is proposing to apply for funding through the Office of Public School Construction (OPSC) for the purpose of funding the high school expansion. The Governing board will review the proposed resolution and appoint Lane Carlson as the RSA representative who will oversee the application process.

- See Attached Funding Resolution

REFERENCE:

**RSA Governing Board:**  
Jean Hatch, Founder & President  
Heather Wright, Vice President  
Lisa Stewart, Treasurer  
Jonathan Sheldon, Secretary  
Daria O'Brien, Community Member  
Andrew McCurdy, Community Member



Margaret Johnson, Executive Director  
Lane Carlson, Executive Director

**RESOLUTION 2021-22-02**

**RESOLUTION NO. 2021-22-02, RESOLUTION TO APPLY FOR FUNDING FOR NEW HIGH SCHOOL BUILDING THROUGH THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION**

**WHEREAS**, Redding School of the Arts (RSA) is expanding to serve additional high school grades 9-12; and

**WHEREAS**, Redding School of the Arts (RSA) is planning to construct a new campus for its High School.

**NOW, THEREFORE, BE IT RESOLVED** that the Governing Board of Redding School of the Arts intends to apply for New Construction Funding through the Office of Public School Construction by approving this Resolution; and

**THEREFORE BE IT FURTHER RESOLVED**, that the Governing Board of Redding School of the Arts appoints, Executive Director, Lane Carlson, to represent RSA in the application process and authorizes him to sign and submit applications on behalf of Redding School of the Arts.

This Resolution was **PASSED, ADOPTED** and **SIGNED** on this 10th day of May 2022 at a regular meeting of the Governing Board by the following vote, to wit:

**AYES:** \_\_\_\_\_ **NOES:** \_\_\_\_\_ **ABSTAIN:** \_\_\_\_\_ **ABSENT:** \_\_\_\_\_

I, Jonathan Sheldon, Secretary of the Redding School of the Arts Governing Board hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on May 10, 2022, by a roll call vote.

\_\_\_\_\_  
Heather Wright  
Vice President of the Governing Board

\_\_\_\_\_  
Jonathan Sheldon  
Secretary of the Governing Board

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

**Financial Reporting**

SUBJECT: Agenda Item 2.4 – 2022-23 Shara Presidio/RSA Service Agreement

PREPARER: Lane Carlson

RECOMMENDATION: Discussion/Action to Approve Agreement

BACKGROUND:

RSA is proposing to enter into contract with Shara Presidio for the purpose of providing technical support related to Aeries Student Information System and setup of the high school. The Governing board will review the proposed contract before taking action to approve.

➤ See Attached Agreement

REFERENCE:

# Agreement to Provide Services

This consulting agreement, services provided from: May 15, 2022 to June 30, 2023

Between: Redding School of the Arts (School)

And

Shara Presidio (Consultant)

## Term of Agreement

1. The term of this agreement will begin on 5/15/2022 and will remain in full force and effect until 06/30/2023, with said term being capable of extension by mutual written agreement of the parties. Services from Consultant are the following: assist school staff with setting up Aeries for High School, questions on CALPADS, general office questions.
2. For the services rendered by the Consultant as required by this agreement, the district will pay to the Consultant an hourly rate of \$125.00. Pay does not include travel time or travel costs. Contract is not to exceed \$5,000 for the 2022/2023 fiscal year unless amended by both parties.
3. School and Consultant agree that the services to be provided will involve a combination of remote, telephone, email, teleconference, and in-person visits, in whatever combination provides optimal efficiency, safety, and communication between both parties.
4. The Consultant understands the Consultants compensation as provided in the Agreement will constitute the full and exclusive monetary consideration and compensation for all services performed by the Consultant and for the performance of all Consultant's promises and obligations under this Agreement and that the Consultant is not an employee of the School and is not entitled to any other school benefits, etc.
5. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose any confidential information with respect to the school, which the consultant has obtained, except as may be necessary or desirable to further the interest of the school. This obligation will survive indefinitely upon termination of this Agreement.
6. Consultant will be responsible to submit an invoice to the district on a monthly basis by the 10th of each month for payment.
7. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.
8. It is understood and agreed that the Consultant will have no liability to the district or any other party for loss or damage which may arise from the provision of the services.

Signatures:

Redding School of the Arts

Consultant: Shara Presidio, Consultant

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Executive Director

---

Consultant

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

**General Reporting**

SUBJECT: Agenda Item 2.5 – 2022/23 LCAP Update

PREPARER: Lane Carlson

RECOMMENDATION: Discussion

BACKGROUND:

Administration will provide the board with an presentation on the 2022/23 Local Control & Accountability Plan (LCAP). The plan will highlight RSA’s vision and goals for the upcoming academic year.

The discussion will be open to stakeholders & community members for questions and/or comments.

REFERENCE:

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

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

**General Reporting**

SUBJECT: Agenda Item 2.6 – 2021/22 Review of Governing Board Goals

PREPARER: Margaret Johnson

RECOMMENDATION: Discussion

BACKGROUND:

The Governing Board will review current year goals and provide an update on ongoing progress related to 2021/22.

- See Attached: 2021/22 Governing Board Goals

REFERENCE:

Governing Board Policies/Board Duties & Responsibilities/Board Internal Business

## RSA 2021-2022 Governing Board Goals

Action/Activity	Responsible Party Or Measurements	Timeline
<b>Educational Program:</b>		
1. Monitor LCAP and other mandated reports to mitigate learning loss for students.	<ul style="list-style-type: none"> <li>• Administration</li> <li>• ILT Measurements:               <ul style="list-style-type: none"> <li>○ Test Results;</li> <li>○ Competition;</li> <li>○ Stakeholder Surveys;</li> <li>○ Trainings;</li> <li>○ Observations;</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Quarterly Reported Information;</li> <li>• Monthly Admin Updates;</li> </ul>
2. Monitor RSA In-Person Learning Plan	<ul style="list-style-type: none"> <li>• Administration</li> </ul>	<ul style="list-style-type: none"> <li>• Monthly Admin Updates</li> </ul>
3. Ensure that RSA is meeting its educational mission	<ul style="list-style-type: none"> <li>• Measurements:               <ul style="list-style-type: none"> <li>○ Test Results,</li> <li>○ Competition,</li> <li>○ ILT Team</li> <li>○ Stakeholder Surveys</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Quarterly updates on topics:               <ul style="list-style-type: none"> <li>○ Celebrations,</li> <li>○ Student Testing: Fall &amp; Winter NWEA and CAASPP Data</li> <li>○ SARC in January</li> <li>○ Review of Safe School Plan in March;</li> </ul> </li> <li>• Final LCAP Reporting in May,</li> <li>• Monthly Admin Updates</li> </ul>
4. Consider funding request for 740 should Home Sch Program grow beyond 20% total enrollment. Plan for home school expansion and need in the community.	<ul style="list-style-type: none"> <li>• Administration</li> <li>• Home School Dept.               <ul style="list-style-type: none"> <li>○ Staffing</li> <li>○ Space</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• March board meeting to review the growth and potential growth.</li> <li>• P-1 and P-2 Enrollment review - % of home school to seat based.</li> </ul>
5. Clarify High Sch Parent Organizations, Staff & Board Representation	<ul style="list-style-type: none"> <li>• Get Input from PTC/TBC</li> </ul>	<ul style="list-style-type: none"> <li>• Establish Spring of 2022</li> </ul>

## RSA 2021-2022 Governing Board Goals

Action/Activity	Responsible Party Or Measurements	Timeline
<b>Fiscal goals:</b>		
1. Long term financial planning of 3 – 5 years with cash on hand to meet 2 months budgeted expenditures. (Estimate of 20% reserve)	<ul style="list-style-type: none"> <li>• Governing Board</li> <li>• Business Services</li> <li>• Finance Committee – (try to manage expenses annually to increase the reserve.)</li> </ul>	<ul style="list-style-type: none"> <li>• Review 1<sup>st</sup> Interim Budget – Dec;</li> <li>• Budget planning for 2<sup>nd</sup> Interim – March;</li> <li>• Budget development for Annual Budget – April – May;</li> </ul>
2. Review Enrollment & ADA Projections	<ul style="list-style-type: none"> <li>• Administration</li> <li>• Governing Board</li> </ul>	<ul style="list-style-type: none"> <li>• P1 &amp; P2</li> <li>• Annual review for budget development &amp; MYP</li> </ul>
3. Plan for Student/Staff Population Changes and enrollment impact. Plan for home school expansion and need in the community.	<ul style="list-style-type: none"> <li>• Administration</li> <li>• Governing Board</li> <li>• Finance Committee</li> </ul>	<ul style="list-style-type: none"> <li>• Monthly as Needed</li> </ul>
<b>Planning Goals</b>		
1. High School Implementation & Funding. Set community meeting schedule model.	<ul style="list-style-type: none"> <li>• Administration;</li> <li>• High School Building Committee;</li> <li>• Curriculum and Program Committee, etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Update monthly information</li> <li>• Develop budget</li> <li>• Approve plan/ timeline</li> </ul>
2. High School Design-Build and portables for 2022-23 school year.	<ul style="list-style-type: none"> <li>• Administration;</li> <li>• High School Building Committee</li> </ul>	<ul style="list-style-type: none"> <li>• Quarterly and/or Mile Stones</li> </ul>
3. Transition & Mentoring of Administrative positions including new Executive Director	<ul style="list-style-type: none"> <li>• Administration</li> <li>• Governing Board</li> </ul>	<ul style="list-style-type: none"> <li>• January 2022</li> <li>• May 2022</li> </ul>
4. Communication with stakeholders about school information/ concerns.	<ul style="list-style-type: none"> <li>• Administration;</li> <li>• Governing Board;</li> <li>• Heather Wright</li> </ul>	<ul style="list-style-type: none"> <li>• Submit a short summary of the monthly board meeting.</li> <li>• Provide info on High School to public in December.</li> </ul>

Adopted: 11/9/2021  
Reviewed: 1/11/2022



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

**General Reporting**

SUBJECT: Agenda Item 2.7 –2022/23 Governing Board Openings

PREPARER: Margaret Johnson

RECOMMENDATION: Discussion

BACKGROUND:

The Governing Board will review current member terms and discuss vacancy opening for the upcoming school year.

**2021/22 Governing Board Member Terms:**

Jean Hatch – (Founder)

Heather Wright – PTC Parent Member – **Ending 6/30/2022**

Andrew McCurdy – PTC Parent Member - Ending 6/30/2023

Daria O’Brien – Community Member - **Ending 6/30/2022**

Jonathan Sheldon – Community Member - Ending 6/30/2023

Lisa Stewart – Community Member - Ending 6/30/2023

Vacancy – Community Member

Vacancy – Community Member

\*Sophia Zaniroli – Staff Liaison - Ending 6/30/2023

REFERENCE:

Governing Board Operations

Governing Board Policies/Board Duties & Responsibilities/Board Internal Business

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

**Personnel Reporting**

SUBJECT: Agenda Item 2.8 – Personnel Updates

Retirement:

- o Elizabeth Brown – 6/1/2022 Middle School Art Teacher

Resignations:

- o Lacy Schmall – 5/27/2022 Paraprofessional
- o Zhen Wang – 6/30/2022 Mandarin Teacher - K

New Hires:

- o Carolyn - Diskin – 8/10/2022 High School English Teacher
- o Joshua Freeman – 8/10/2022 Math Teacher
- o Sarah Spaschak – 8/1/2022 High School Counselor
- o Caitlyn Spina – 8/10/2022 School Psychologist
- o Vanessa Thomas – 8/10/2022 Social Science Teacher

PREPARER: Lane Carlson

RECOMMENDATION: 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