



REDDING SCHOOL OF THE ARTS
WHERE EDUCATION AND THE ARTS CONNECT

Redding School of the Arts
California Nonprofit Benefit Corporation
Board Meeting Agenda
Posted Monday, August 7, 2023

Date: Thursday, August 10, 2023
Location: 955 Inspiration Place, Redding
Community Room
Open Session 5:45pm

Meeting called to order by Presiding Officer
Roll Call/Establish Quorum:

Jean Hatch, President	_____	Jonathan Sheldon, Vice President	_____
Daria O'Brian, Community Member	_____	Tiffany Blasingame, Secretary	_____
Antonio Cota, Community Member	_____	David Skinner, PTC Parent Rep Member	_____
Sharon Hoffman Spector, Community Member	_____		

Additional Non-Voting Participants:

Lane Carlson, Executive Director	_____	Shelley Tan, Special Ed Director	_____
Carol Wahl, Principal	_____	Sophia Zaniroli, Vice Principal	_____
Rebecca Lahey, Staff Liaison	_____	Robyn Stamm, Business Service Provider	_____

Director Report:	(5 Min)
Principal Report:	(5 Min)
Vice Principal Report:	(5 Min)
Staff Liaison Report:	(5 Min)
Governing Board Report:	(10 Min)
Governing Board Correspondence:	(5 Min)

Public Forum:

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

CONSENT AGENDA

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

- 1.1 Approve 6/20/2023 Governing Board Minutes
- 1.2 Approve June & July 2023 Warrants
- 1.3 Approve 2023-2025 McConnell Lease Amendment No 6 Rent Schedule Proposal
- 1.4 Approve 2023-2027 College & Career Access Pathways (CCAP) Agreement with Shasta-Tehama-Trinity Community College – Amended
- 1.5 Approve Annual 2023/24 TCDE Alliance for Teacher Excellence Induction Program MOU
- 1.6 Approve 2023/24 RSA/MTSS Special Education Service Agreements
 - 1.6.1 RSA/Chrysalis Charter School MOU (Nurse & Psych Services)
 - 1.6.2 RSA/Phoenix Charter Academy MOU (Nurse Services)
 - 1.6.3 *RSA/Mountain Valley JPA MOU (Occupational Therapy Services)
 - 1.6.4 RSA/Redding STEM Academy MOU (Nurse Services)
 - 1.6.5 RSA/Shasta Charter Academy MOU (SLP & Psych Services)
 - 1.6.6 *RSA/Shasta County SELP MOU (DHH Services)
- 1.7 Approve 2023/24 Spring Release Consolidated Application Report & Budget
 - 1.7.1 Certification of Assurance

- 1.7.2 Protective Prayer Certification
- 1.7.3 Title 1; Part A
- 1.7.4 Title 2; Part A
- 1.7.5 Title 4

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

General Reporting

- 2.1 Discussion/Action: 2023/24 Election of Governing Board Executive Officers (10 Min)
- 2.2 Discussion/Action: 2023/24 Governing Board Meeting Dates (5 Min)

Financial Reporting

- 2.3 Discussion/Action: High School Building Committee Update (10 Min)
 - 2.3.1 Approval of formation of RSA Facilities, LLC, to Assist with Facilities Financing
 - 2.3.2 Approval of Operating Agreement of RSA Facilities, LLC, and Designation of Executive Director as Initial Manager
 - 2.3.3 Approve Official Intent Resolution 2023-24-01 for RSA Reimbursement of Building Related Expenditures from Bond Financing Proceeds
- 2.4 Discussion/Action: Update Authorized Signers on the RSA Umpqua Bank Accounts: (5 Min)
 - 2.4.1 Remove Lisa Stewart as authorized signer on the Main Checking Account
 - 2.4.2 Add new Board Treasurer as authorized signer on the Main Checking Account
 - 2.4.3 Remove Lisa Stewart as authorized signer on the K-8 Student Body Account
 - 2.4.4 Add new Board Treasurer & Sophia Zaniroli as authorized signers on the K-8 Student Body Account
- 2.5 Discussion/Action: Update Authorized Signers on the RSA Tri-Counties Bank Savings Account (5 Min)
 - 2.5.1 Remove Lisa Stewart as authorized signer on the Scholarship Account
 - 2.5.2 Add new Board Treasurer as authorized signer on the Scholarship Account

Policy Review & Amendments

- 2.6 Discussion/Action: 2023/24 High School Graduation Requirements/Course Catalog (5 Min)
- 2.7 Discussion/Action: Policy Amendments (10 Min)
 - 2.7.1 Bylaws & Articles of Incorporation
 - 2.7.2 Board Duties & Responsibilities: Delegation of Powers
 - 2.7.3 Code of Ethics for Board Members
 - 2.7.4 Procedure for Policy Adoption

Personnel Reporting

- 2.8 Discussion/Action: Middle Sch Musical Director & Drama Elective Instructor Job Description – 1st Read
- 2.9 Discussion/Action: Establish Executive Director Evaluation Committee (Year 2) (5 Min)
- 2.10 Discussion/Action: Personnel Updates (10 Min)

New Hires:

- o Makayla Henderson – 8/15/2023 Paraprofessional
- o Elizabeth Stoxen – 8/9/2023 Middle Sch Musical Director & Drama Elective Instructor

Resignations:

- o Hillary Rogerson – 6/16/2023 Drama Elective Instructor
- o Chelsea Steffensen – 7/27/2023 Elective Instructor

Meeting Adjournment:

Next Regular Meeting:

Date: Thursday, September 14, 2023 (Tentative)
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 – June 20, 2023 Governing Board 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, June 20, 2023

The meeting was accessible via in person or Zoom Video Conference:

Zoom Video Conference Information:

Meeting ID: 787 801 6007

Passcode: 156783

Zoom Link <https://us02web.zoom.us/j/7878016007?pwd=bDdMZXYwZWFCcmNIYS92d2lWbGl2UT09>

Dial by your location

- +1 408 638 0968 US (San Jose)
- +1 669 900 6833 US (San Jose)
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 646 876 9923 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 312 626 6799 US (Chicago)

Meeting ID: 787 801 6007

Passcode: 156783

Open Session: 5:45 p.m.

Meeting called to order by Presiding Officer Jonathan Sheldon at 5:48 p.m.

Roll Call/Establish Quorum:

Jean Hatch, President	<u>X (via Zoom)</u>
Jonathan Sheldon, Vice President	<u>X</u>
Lisa Stewart, Treasurer	<u>X</u>
Tiffany Blasingame, Secretary	<u>X</u>
Daria O'Brien, Community Member	<u>X</u>
Antonio Cota, Community Member	<u>AB</u>

Additional Non-Voting Participants

Lane Carlson, Executive Director	<u>X</u>
Wendy Sanders, Special Ed Director	<u>AB</u>
Carol Wahl, Principal	<u>X</u>
Sophia Zaniroli, Vice Principal/Teacher	<u>X</u>
Robyn Stamm, Business Serv Provider	<u>AB</u>
Cathleen Serna, Business Serv Provider	<u>X</u>
Rebecca Lahey, Staff Liaison	<u>X</u>

Board Recorder: Adel Morfin

Onsite Guests: Sharon Hoffman Spector

Zoom Video Guests: Jean Hatch

DIRECTORS REPORT:

Lane Carlson:

Reported RSA's current Music Director has resigned. Admin plans to amend the current job description and post the position vacancy on EdJoin within the coming week.

PRINCIPAL REPORT:

Carol Wahl: Nothing to report at this time

VICE PRINCIPAL REPORT:

Sophia Zaniroli: Nothing to report at this time

STAFF LIAISON REPORT:

Rebecca Lahey: Nothing to report at this time

GOVERNING BOARD REPORT:

- **Jean Hatch:** Nothing to report at this time
- **Jonathan Sheldon:** Nothing to report at this time
- **Lisa Stewart:** Nothing to report at this time
- **Tiffany Blasingame:** Nothing to report at this time
- **Daria O'Brien:** Nothing to report at this time

GOVERNING BOARD CORRESPONDENCE:

- No correspondence at this time.

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 6/6/2023 Governing Board Minutes
- 1.2 Approve Disposal of Outdated Social Studies Textbooks & Library Books
- 1.3 Approve 2023/24 Shasta Family YMCA/RSA Collaborative Afterschool Program MOU
- 1.4 Approve 2023/24 International Ed Assoc Shanghai Confucius Classroom Agreement
- 1.5 Approve 2022/23 Winter Release Consolidated Application Report & Budget
 - 1.5.1 Certification of Assurance
 - 1.5.2 Protective Prayer Certification
 - 1.5.3 Title 1; Part A
 - 1.5.4 Title 2; Part A
 - 1.5.5 Title 4
- 1.6 Approve 2023/24 Teacher Consent Forms (Annual)

Daria O'Brien moved to approve the consent agenda as listed, seconded by Lisa Stewart. Vote 5 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.

- No Comments

DISCUSSION/ACTION AGENDA:

2.1 Discussion/Action: 2023/24 Annual Budget & MYP – 2nd Read

Cathleen Serna reviewed the final draft of the 2023/24 Annual Budget & MYP with the board and highlighted the changes made since the 6/6 board meeting. She reported \$77k in additional cost related to 1.0 FTE certificated position, \$12k added to Materials/Supplies category, and \$16k in additional Services/Operating expenses category. These changes reflect a decrease in ending fund balance of \$113k for 2023/24, \$113k in 2024/25, and \$114 in 2025/26.

Tiffany Blasingame asked for clarification on the initial payment of the high school expansion project and where it was reflected in the budget. Cathleen reported the payment was budgeted for (2024/2025) and lumped into Services/Operating expenses category of the MYP.

Lisa Stewart moved to approve 2023/24 Annual Budget & MYP as written, seconded by Tiffany Blasingame. Vote 5 Ayes: 0 Nays.

2.2 Discussion/Action: Engage Cerami & Browning Construction, Inc. as High Sch Campus/Classroom Builder

2.2.1 Approve Resolution No. 2022-23-05 for Representation & Authorization of Executive Director in Construction Process of New High School Campus/Classrooms

Lane Carlson reported the building committee was looking for board action to move forward with engaging Cerami & Browning Construction, Inc. as Affordable Permanent Building Program contractors for the new High Sch Campus. Lane introduced Resolution No. 2022-23-05 for Representation & Authorization of Executive Director in Construction Process of New High School Campus/Classrooms up to \$8,500,000 total (including contingencies).

He reviewed the preliminary construction budget provided by Cerami & Browning & preliminary Schematic Design budget provided by NMR. The total estimated project cost of Phase 1 is approx. \$8.5 million.

Daria O'Brien moved to approve engaging Cerami & Browning Construction, Inc. as Affordable Permanent Building Program contractors for the new High Sch Campus and Approval of Resolution No. 2022-23-05 for Representation & Authorization of Executive Director in Construction Process of New High School Campus/Classrooms. The motion was seconded by Tiffany Blasingame. Vote 5 Ayes: 0 Nays.

2.3 Discussion: 2023/24 – 2027/28 College and Career Access Pathways (CCAP) Grant - CDE

Lane Carlson reported RSA applied to receive state funding to expand the CCAP agreement with Shasta College and to enable participating high school students access to dual enrollment opportunities. RSA is expected to receive \$100,000 in funding for 2023/24 – 2027/28 school years. He shared the program budget summary proposal with the board.

2.4 Discussion/Action: 2024-2027 College & Career Access Pathways (CCAP) Agreement with Shasta-Tehama-Trinity Community College

Lane Carlson reported the original CCAP agreement presented to the board last year for approval unfortunately did not meet the deadline and therefore, a new agreement was drafted and is being presented again for board approval. The purpose of the agreement between RSA and Shasta-Tehama-Trinity Community College is in offering or expanding dual enrollment opportunities for high school students to achieve college and career readiness. The term of the CCAP Agreement shall be for three (3) years, beginning on July 1, 2024 and ending on June 30, 2027.

Daria O'Brien moved to approve 2024-2027 College & Career Access Pathways (CCAP) Agreement with Shasta-Tehama-Trinity Community College as written, seconded by Lisa Stewart. Vote 5 Ayes: 0 Nays.

2.5 Discussion/Action: 2023/2024 Local Control & Accountability Plan – 2nd Read

Lane Carlson presented the final draft of the 2023/2024 Local Control & Accountability Plan.

Tiffany Blasingame moved to approve 2023/2024 Local Control & Accountability Plan as written, seconded by Daria O'Brien. Vote 5 Ayes: 0 Nays.

2.6 Discussion/Action: Set Aug 2023 Board Meeting Date

The board discussed setting Thursday, Aug 10, 2023 as their first meeting date for the 2023/24 Academic school year and holding the board meetings on the second Thursday of the month instead of Tuesdays, beginning next school year, in order to accommodate other board member schedules.

Lisa Stewart moved to approve Thursday, Aug 10, 2023 as their first meeting date for the 2023/24 Academic school year, seconded by Daria O'Brien. Vote 5 Ayes: 0 Nays.

2.7 Discussion/Action: Policy Amendments

2.7.1 2023/24 K-8 Family Handbook

2.7.2 2023/24 High School Family Handbook

2.7.3 2023/24 Home School & Virtual Independent Study Family Handbook

Carol Wahl reported the family handbooks had been amended for the 2023/24 school year. She highlighted the change to short term independent study requests reduced from 20 days to 10 days max for the school year. She stated the change was due to the overwhelming number of requests received throughout the year and the work involved to prepare them. Rebecca Lahey stated it takes a lot of effort for teachers to prepare a short-term independent study packet and at times the work is not always completed upon return.

Tiffany Blasingame moved to approve the amended 2023/24 Family Handbooks as written, seconded by Lisa Stewart. Vote 5 Ayes: 0 Nays.

2.8 Discussion/Action: 2023/24 Declaration of Need for Fully Qualified Educators

Lane Carlson reported the annual declaration certifies that, after a diligent search, if a suitable fully prepared teacher is not available to the school district, the district can employ a candidate who is in an approved internship program scheduled to complete the initial preparations requirements, or meets content verification requirements for Local Assignment Option. RSA is seeking Single Subject limited assignment permits for math and music for the upcoming school year.

Daria O'Brien moved to approve 2023/24 Declaration of Need for Fully Qualified Educators as written, seconded by Lisa Stewart. Vote 5 Ayes: 0 Nays.

2.9 Discussion/Action: Personnel Updates

Resignations:

- Caitlyn Spina – 5/31/2023 School Psychologist

New Hires:

- Shannon Shelburne – 8/9/2023 Cooking Elective Teacher (.5 FTE)
- Christine McCullough – 8/15/2023 Lunch/Classroom Paraprofessional (.47925 FTE)

Lane Carlson reported on the personnel updates since the last board meeting. He clarified that Christine McCullough FTE should be reflected as .75 FTE vs. .47925 FTE.

Lisa Stewart moved to approve the personnel updates as listed with correction of .75 FTE for Christine McCullough, seconded by Tiffany Blasingame. Vote 5 Ayes: 0 Nays.

2.10 Discussion/Action: 2023/24 RSA Personnel Staffing List

The Governing Board reviewed the list of returning and recently hired RSA employees for the 2023/24 School year.

Lisa Stewart moved to approve 2023/24 RSA Personnel Staffing List as written, seconded by Daria O'Brien. Vote 5 Ayes: 0 Nays.

ADJOURNMENT:

Meeting adjourned at 6:27 p.m.

NEXT REGULAR MEETING:

Date: Thursday, August 10, 2023
Time: 5:45 p.m.
Location: Redding School of the Arts/Community Room
955 Inspiration Place
Redding, CA 96003

Governing Board Minutes Respectfully Submitted,

Tiffany Blasingame
RSA Governing Board Secretary

Board Approval Date

DRAFT

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

Consent Agenda

SUBJECT: Agenda Item 1.2 – June & July 2023 Warrants

PREPARER: Adel Morfin

RECOMMENDATION: Motion to Approve Warrants

BACKGROUND:

REFERENCE:

See Attached Warrant Summary Report (ReqPay12C)

Checks Dated 06/01/2023 through 06/30/2023

Board Meeting Date August 10, 2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
8010213721	06/26/2023	ISAAC RAMSOUR	Cancelled			629.93 *
		Cancelled on 06/28/2023, Cancel Register # PM230629				
9010962341	06/01/2023	Amazon, Inc	62-4310	Music Equipment - Block Grant		290.02
9010962342	06/01/2023	CARCAMO, ELSA G	62-5211	May 2023 Mileage		68.12
9010962343	06/01/2023	City of Redding Utilities Acct 0206257-8	62-5516	May 2023 Electricity/Sewer Utilities	7,078.40	
			62-5518	May 2023 Electricity/Sewer Utilities	811.11	7,889.51
9010962344	06/01/2023	DUNAJ, LAURA	62-4310	Award Certificates for Home Sch Promotion	26.72	
				Cupcakes for Home Sch Promotion	31.98	
				Drinks & Plates for Home Sch Promotion	42.40	
				Fruit Tray for Home Sch Promotion	49.99	
				Refund - Award Certificates for Home Sch Promotion	15.00-	136.09
9010962345	06/01/2023	FAN, XIAOHE	62-5300	2023 Member: Chinese Lang Asoc of Second-Elem Sch		40.00
9010962346	06/01/2023	Gateway Medical Services, Inc	62-5800	Mar 2023 Pre-Employment Physicals & TB		435.00
9010962347	06/01/2023	Gerlinger Steel Corporate Office	62-4540	Steel Pipe for Table Cart Proj		344.01
9010962348	06/01/2023	MARTIN, AMY L	62-4310	Classroom Treats	8.29	
				Swabs, Storage Box, Paper Bags, Plates	15.77	
				Used Books	17.78	41.84
9010962349	06/01/2023	Mission Linen & Uniform Serv	62-5530	5/25 Logo Mat Laundry Service		172.02
9010962350	06/01/2023	ODP Business Solutions, LLC	62-4310	Construction Paper & Office Supplies		6.62
9010962351	06/01/2023	PLUMMER, CASSANDRA L	62-4310	Clear Packaging Tape		28.15
9010962352	06/01/2023	Prime Foundations Kaitlin Hutchins	62-5880	May 2023 Horseback Riding Lessons		200.00
9010962353	06/01/2023	Rosanna Brewer	62-4310	Aerosol Spray for Jazz Costumes		26.98
9010962354	06/01/2023	SPINA, CAITLYN	62-5211	May 2023 Mileage		417.24
9010962355	06/01/2023	Spring Rivers Foundation	62-4310	Scott/Martin Outdoor Learning Day		100.00
9010962356	06/01/2023	The Pitney Bowes Bank Inc. Purchase Power	62-5930	5/4 Postage Refill		500.00
9010962357	06/01/2023	U.S. Bank	62-4310	Arco Gas Gift Card for Family	300.00	
				Class of 2023 - Costco Sandwich Platters for Picnic	119.97	
				Creatly: Pro 3D Printers & Filament	1,472.54	
				FoodMaxx Gift Card for Family	500.00	
				Wal-Mart - Canon Cameras & Lens	3,042.54	
				Walmart - Mandarin Class Supplies	316.41	
			62-4330	From the Hearth - Personal Purchase	17.43	
				Wilda's Grill - 5/16 Board Mtg Dinner	134.94	
				Wilda's Grill - 5/16 Board Mtg Dinner Addon	40.20	

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 06/01/2023 through 06/30/2023

Board Meeting Date August 10, 2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
9010962357	06/01/2023	U.S. Bank	62-4350	Harbor Frieght - Rubber Casters for Ceramic Studio	102.91	
			62-4510	B&H Photot - RM19 Sound System Repair Supplies	310.08	
				Musson Theatrical - Lighting Gels	122.51	
			62-4540	Ace Hardware - Fastners for Balance Beam Repair	19.61	
				Ace Hardware - Fastners for Ext Light Repair	5.08	
				Giles Lock - Keys for Port 3 Music Cabinet Lock	12.00	
				Harbor Frieght - Maint Shed & Table Cart Materials	80.36	
				Home Depot - Buck Plane & Hammer	39.62	
				Home Depot - Cotter Pins for Press Washer Tires	1.34	
				Home Depot - Electrical Cover & Bug Spray	33.34	
				Home Depot - Lumber for Balance Beam Repair	30.65	
				Home Depot - Materls/Supp for Summer Projects	160.00	
				Home Depot - Spray Paint Primer	25.68	
				Home Depot - Tires for Press Washer	75.03	
				Home Depot - Yellow Jacket Traps	34.19	
				Johnston Supply - Capacitor for HVAC in Server RM	11.70	
				Johnston Supply - Refrigerant	385.03	
				Johnston Supply - Refrigerant Refund	385.03-	
				Lowe's - Hardware for Chair Anchor	12.31	
				Sealant Engineering - Sealant for Outdoor Building	190.75	
			62-5200	United - Justice Travel to RSA for K-Round-Up	869.65	
			62-5801	2023 Annual Boom Learning Subscription for SLP	40.00	
				Languagenut Primary Subscription	595.00	
				NCS Pearson - BASC-3 Global Admin Rpt for Psych	140.00	
				Premier Food Safety ServSafe Cert - Holien	149.00	

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

ESCAPE ONLINE

Page 2 of 7

Checks Dated 06/01/2023 through 06/30/2023

Board Meeting Date August 10, 2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
				Unpaid Sales Tax	10.32-	8,994.52
9010962358	06/01/2023	VEX Robotics, Inc.	62-4400	VEX V5 Competition Starter Kit & Battery		1,342.43
9010962359	06/01/2023	ZEHNLE, CARLA K	62-4310	Headphones, File Organizer, Desk Dividers	105.55	
				Plates & Paper Bag for Class Celebration	6.70	112.25
9010962360	06/01/2023	ZUIDEMA, HUI SHU S	62-4310	Chinese Board Games	390.44	
				Craft Supplies for Dargon Boat Festival	28.60	
				Dragon Boat Fest TPT Downloads	7.50	426.54
9010963062	06/08/2023	Alpha Fired Arts Alpha Ceramic Supplies Inc.	62-4400	Potter's Wheel for Ceramics		15,907.32
9010963063	06/08/2023	Amazon, Inc	62-4310	Hands-on Supply Kits for TK Homeschool Prg	1,253.19	
				Library Floating Shelves & Bench	451.95	1,705.14
9010963064	06/08/2023	California Dance Company	62-5880	May 2023 Aerial Skills Lessons	60.00	
				May 2023 Ballet Lessons	122.00	
				May 2023 Tumbling & Hip Hop Dance Lessons	122.00	304.00
9010963065	06/08/2023	California Safety Company, Inc	62-5630	Jun 2023 Alarm Monitoring Fees		200.00
9010963066	06/08/2023	Charter Communications	62-5910	Jun 2023 Telephone Service		231.42
9010963067	06/08/2023	City of Redding Utilities Acct 0210456-0	62-5517	May 2023 Garbage Utility Services		721.51
9010963068	06/08/2023	CREW, RACHEL J	62-8699	Re-Issue Stale Dated Warranr 9010933970		17.00
9010963069	06/08/2023	DEBREE, GAVIN M	62-5211	May 2023 Mileage Reimb		58.23
9010963070	06/08/2023	Jesse Ajamian	62-5880	May 2023 Piano Lessons		120.00
9010963071	06/08/2023	Mendes Supply Company	62-4515	Hydrogen Peroxide		89.88
9010963072	06/08/2023	MobyMax Education, LLC	62-5801	2023/24 MobyMax School Site Licence		3,795.00
9010963073	06/08/2023	MORFIN, AUDELIA	62-5211	May 2023 Mileage Reimbursement		71.07
9010963074	06/08/2023	North State Parent Magazine	62-5840	Advertisement		275.00
9010963075	06/08/2023	ODP Business Solutions, LLC	62-4320	Office Planner	23.16	
			62-4510	File Totes for TK Prg	124.30	147.46
9010963076	06/08/2023	One Mind Jiu Jitsu	62-5880	May 2023 Jiu-Jitsu Lessons		80.00
9010963077	06/08/2023	Paint Marts	62-4350	Concrete Sealant for Ceramic Studio Satin & Gloss		2,738.59
9010963078	06/08/2023	Renaissance Learning Inc	62-5801	2023/24 Accelerated Reader License		3,583.60
9010963079	06/08/2023	Shasta Welding Supply, Inc.	62-4540	75/25 Cylinder & Welding Gas		269.55
9010963080	06/08/2023	SignHut Jesus Sandoval Gomez	62-4310	Mandarin Dragon T-Shirts		970.61
9010963081	06/08/2023	Snow Mountain Natural Spring Water, Inc.	62-5610	May 2023 Water Disp Rental for Science Portable 1		12.00
9010963082	06/08/2023	Timberline Heating & Air Conditioning	62-5630	5/25 HVAC in Server Room Service Call		135.00
9010963083	06/08/2023	UBEO West Business Services	62-5620	2/1 - 4/30 Qtrly Copier Usage - Old RM Contract	985.21	

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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Checks Dated 06/01/2023 through 06/30/2023

Board Meeting Date August 10, 2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
9010963083	06/08/2023	UBEO West Business Services	62-5620	5/1 - 7/31 Qtrly Copier Lease - New Base Contract	5,813.77	6,798.98
9010963084	06/08/2023	US OMNI & TSACG Compliance Ser	62-5860	May 2023 TSA Admin Compliance Services		15.00
9010963901	06/15/2023	Amazon, Inc	62-4310	Music Equipment for After Sch Prg		3,969.86
9010963902	06/15/2023	CARCAMO, ELSA G	62-5211	5/30 - 6/6 Nurse Milage Reimb		64.32
9010963903	06/15/2023	Columbia Elem School District	62-5825	Q4 Business Services Agreement		21,849.00
9010963904	06/15/2023	Dreamweaver Dance Theatre	62-5880	May Ballet Lessons		100.00
9010963905	06/15/2023	FAN, XIAOHE	62-4310	Mandarin Supp: Panda, Kite, Diabolo, Kung Fu Costume		383.42
9010963906	06/15/2023	Growing Healthy Children Therapy Services, Inc.	62-5100	May 2023 Occupational Services		135.00
9010963907	06/15/2023	Mary Homicz's Equine Services	62-5880	May Horseback Riding Lessons		280.00
9010963908	06/15/2023	Mountain Valley Special Ed JPA Business Department	62-5100	May 2023 SpEd Occupational Services		8,928.58
9010963909	06/15/2023	Nichols, Melburg & Rossetto, AIA & Associates, Inc.	62-5830	May 2023 High Sch Design Architectural Services		31,125.00
9010963910	06/15/2023	Procopio, Cory, Hargreaves and Savitch LLP	62-5810	Mar 2023 Legal Service Fees	2,482.00	
				May 2023 Legal Service Fees	182.50	2,664.50
9010963911	06/15/2023	Redding Area Bus Authority	62-5806	May 2023 RABA Youth Bus Passes		29.00
9010963912	06/15/2023	SPINA, CAITLYN	62-5211	Jun 2023 Psych Mileage Reimb		224.67
9010964762	06/22/2023	Calif Assn of Sch Bus Official Attn: Accounting Department	62-5300	2023/24 CASBO Membership		1,750.00
9010964763	06/22/2023	California Charter Schools JPA CharterSAFE	62-5400	2023/24 CharterSafe Premium Deposit		61,624.00
9010964764	06/22/2023	California Safety Company, Inc	62-5630	6/8 Service Call on Monitor Module Repair		248.47
9010964765	06/22/2023	DEBREE, GAVIN M	62-5630	Tire Mount for Zamboni		28.33
9010964766	06/22/2023	Hemsted's Record Mgmt & Shred	62-5801	RSA/JPA Confidential Records Shredding Service		252.00
9010964767	06/22/2023	NorCal Elite Gymnastics	62-5880	May 2023 Gymnastics Lessons		156.00
9010964768	06/22/2023	NorCal Trail Rides Alicia M. Ryan	62-5880	Apr 2023 Horseback Riding Lessons	420.00	
				Feb 2023 Horseback Riding Lessons	160.00	
				Jan 2023 Horseback Riding Lessons	220.00	
				Mar 2023 Horseback Riding Lessons	420.00	
				May 2023 Horseback Riding Lessons	420.00	1,640.00
9010964769	06/22/2023	OurVolts, LLC Track It Forward	62-5801	2023/24 Track It Forward License		360.00
9010964770	06/22/2023	Redding Performing Arts Center Kenneth B. Baumann	62-5880	May 2023 Piano Lessons	219.00	
				May 2023 Theater & Dance Lessons	210.00	
				May 2023 Violin & Theater Lessons	100.00	529.00
9010964771	06/22/2023	SPASCHAK, SARAH	62-4510	Snacks for Math Placement Testing		49.07
9010964772	06/22/2023	The Ceramic Shop	62-4310	After Sch Ceramic Studio Supplies		799.91
9010965535	06/29/2023	CARLSON, LANE B	62-4310	9/14 - 9/17 Sch Campground Reservations		744.00

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Checks Dated 06/01/2023 through 06/30/2023

Board Meeting Date August 10, 2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
9010965536	06/29/2023	DEBREE, GAVIN M	62-4350	Aceton for Concrete Sealing of Ceramic Studio	28.89	
			62-5211	June 2023 Mileage Reimbursement	93.93	122.82
9010965537	06/29/2023	Larrabee Albi Coker LLP	62-5810	Jun 2023 Legal Services for Labor Cert H-1B Visa	2,000.00	
				Jun 2023 Legal Services for Translation H-1B Visa	310.00	
				May 2023 Legal Services for H-1B Visa	2,500.00	4,810.00
9010965538	06/29/2023	MORFIN, AUDELIA	62-5211	Jun 2023 Mileage Reimb		58.43
9010965539	06/29/2023	The Pitney Bowes Bank Inc. Purchase Power	62-5930	Jun 2023 Postage Refill		300.00
9010965540	06/29/2023	U.S. Bank	62-4310	CineMark - Attendance Incentive GC Rewards	50.00	
				Home Depot - Storage Bins for Curriculum	348.03	
				Rare Air - Attendance Incentive GC Rewards	77.50	
				TPT Gift Certificate - Song	50.00	
			62-4330	Rnd Table Pizza - 6/6 Board Mtg Dinner	97.87	
				Tacos Dos Amigos - 6/20 Board Mtg Dinner	148.37	
			62-4350	AZAAD Fuels - Fuel for Tractor for Ceramic Studio	27.11	
				Lowe's - Ceramic Studio Outdoor Sink & Table Supp	277.41	
				Lowe's - Ceramic Studio Outdoor Utility Sink	191.98	
				Pace Supply - Plumbing Parts for Outdoor Sink	117.61	
				Shell - Fuel for Excavator Rental for Ceramic Studio	8.18	
				Trader Joe's - Seasonal Bqt	13.93	
			62-4510	Chevron - Fuel for Pressure Wash	22.01	
			62-4515	FoodMaxx - Dist Water for Floor Scrubber Bat	4.77	
				Harbor Freight - Inner Tube for Zamboni	12.84	
				Harbor Freight - Refund Inner Tube for Zamboni	12.84	
				Harbor Freight - Rpl Tires for Dolly & Zamboni	85.76	
				Home Depot - Mesh Strainer	10.66	
				Lowe's - Hose Connector for Press Washer	31.04	

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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Checks Dated 06/01/2023 through 06/30/2023

Board Meeting Date August 10, 2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
9010965540	06/29/2023	U.S. Bank	62-4515	Lowe's - Quick Connects for Press Washer	10.70	
				O'Reilly Auto - Tire Valve & Stem for Zamboni	5.87	
				Tractor Supp - Tire Mount for Zamboni	42.89	
				Tractor Supp - Tire Spoon for Zamboni	42.89	
			62-4540	Valley Ace - Tire Replacement for Zamboni	12.86	
				Ace Hardware - Plygrnd Repair Supplies	106.13	
				Home Depot - Drill Bit & Anchors for Shelving	29.94	
				Home Depot - Graphite for Locks & Sealer	38.33	
				Home Depot - Lumber for Maint Shed Trim	159.35	
				Home Depot - Plygrnd Repair Supplies	67.39	
				Home Depot - Replace Playgrnd Outlets	57.41	
				Lowe's - Electro-galvanized Half Slot Channel Strut	32.82	
				Lowe's - Lumber for Maint Shed	73.39	
				Lowe's - Primer for Maint Shed	151.76	
			62-5200	Priceline - Best Westrn EDCOE SELPA Trng - Wahl	765.56	
				Southwest Airlines - EDCOE SELPA Trng - Wahl	292.96	
			62-5517	City of Redding Transf - TBC Dump Run	61.25	
			62-5610	United Rentals - Mini Excavator for Sink Plumbing	418.34	3,932.07
Total Number of Checks					73	207,605.08

	Count	Amount
Cancel	1	629.93
Net Issue		206,975.15

Fund Summary

Fund	Description	Check Count	Expensed Amount
62	CharterSchoolsEnterprise	72	206,985.47

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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Checks Dated 06/01/2023 through 06/30/2023

Board Meeting Date August 10, 2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
			Total Number of Checks	72		206,985.47
			Less Unpaid Sales Tax Liability			10.32
			Net (Check Amount)			206,975.15

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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Checks Dated 07/01/2023 through 07/31/2023

Board Meeting Date August 10, 2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
9010966688	07/13/2023	Amazon, Inc	62-4310	K-2 Classroom Area Rugs	1,797.92	
				Return: Donner DED-80 Electric Drum Set	257.39-	
				Return: Sonicake Guitar Headphone AMP Mini	30.98-	
9010966689	07/13/2023	AMS.NET, Inc. c/o Fremont Bank	62-5801	Return: VOX Amplug 2 Lead (AP2LD)	119.04-	1,390.51
				Cisco Phone System Upgrade - 10% Mobilization Labor	1,660.00	
				Cisco Phone System Upgrade - 15% Progress Billing	2,490.00	4,150.00
9010966690	07/13/2023	Cal Dept of Tax & Fee Admin	62-4510	APR-JUN 2023 USE TAX	.31	
			62-9503	APR-JUN 2023 USE TAX	44.69	45.00
9010966691	07/13/2023	California Safety Company, Inc	62-5630	Jul 2023 Alarm Monitoring Fees		270.00
9010966692	07/13/2023	Charter Communications	62-5910	Jul 2023 Telephone Service		939.66
9010966693	07/13/2023	City of Redding Utilities Acct 0210456-0	62-5517	Jun 2023 Garbage Utility Services		721.51
9010966694	07/13/2023	City of Redding Utilities Acct 0206257-8	62-5516	Jun 2023 Electricity/Sewer Utilities	6,791.91	
			62-5518	Jun 2023 Electricity/Sewer Utilities	811.11	7,603.02
9010966695	07/13/2023	Costco Membership Member: 000111947993094	62-5300	2023/24 Costco Membership Renewal		180.00
9010966696	07/13/2023	E3 Diagnostics Inc. Attn: Accounts Receivable	62-5630	Audiometer Calibration Service		187.03
9010966697	07/13/2023	Frontline Technologies Grp LLC	62-5801	2023/24 FrontLine AESOP Renewal		1,600.89
9010966698	07/13/2023	Gregory Engineering, Inc.	62-5630	Aerial Solar Inspection of PV System		2,100.00
9010966699	07/13/2023	Houghton Mifflin Harcourt Publishing Co	62-5801	2023/24 NWEA License Renewal		8,437.50
9010966700	07/13/2023	Larrabee Albi Coker LLP	62-5810	Legal Services for H-1B Visa Filing Fees	3,460.00	
				Legal Services for H-1B Visa Translation	85.00	3,545.00
9010966701	07/13/2023	Level Learning	62-5801	2023/24 Level Learning (1YR of 3YR Commitment)		11,100.00
9010966702	07/13/2023	Mountain Valley Special Ed JPA Business Department	62-5100	Jun 2023 SpEd Occupational Services		911.22
9010966703	07/13/2023	Murray Plumbing & Fire	62-5630	5YR AC Fire Sprinkler Inspection	595.00	
				Annual RSA Fire Sprinkler Inspection	495.00	1,090.00
9010966704	07/13/2023	Pitney Bowes Global Financial Services LLC	62-5620	7/2023 - 10/2023 Postage Machine Lease		90.88
9010966705	07/13/2023	Procopio, Cory, Hargreaves and Savitch LLP	62-5810	6/14 Legal Fees	109.50	
				6/30 Legal Fees	110.00	219.50
9010966706	07/13/2023	Redding Chamber of Commerce	62-5300	2023/24 Membership Dues		500.00
9010966707	07/13/2023	Shara Presidio	62-5804	4/4 - 5/8 Aeries Consulting Services		250.00
9010966708	07/13/2023	Shasta - Trinity Schools Insurance Group - Dental	62-9551	Jul 2023 Dental Preimiums		5,386.57
9010966709	07/13/2023	Shasta - Trinity Schools Insurance Group - Vision	62-9552	Jul 2023 Vision Preimiums		1,102.50
9010966710	07/13/2023	Shasta -Trinity Schools Insurance Group - Medical	62-9550	Jul 2023 Medical Preimiums		48,770.00
9010966711	07/13/2023	Snow Mountain Natural Spring Water, Inc.	62-5610	Jun 2023 Water Dispenser Rental for Science Portable 1		12.00

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Checks Dated 07/01/2023 through 07/31/2023

Board Meeting Date August 10, 2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
9010966712	07/13/2023	Stewart Electrical Services Craig Stewart	62-5630	Ceramics Studio Electrical Circuit Install		5,000.00
9010966713	07/13/2023	US OMNI & TSACG Compliance Ser	62-5860	Jun 2023 TSA Admin Compliance Services		15.00
9010966714	07/13/2023	WAHL, CAROL A	62-5200	7/17 SELPA Leadership Academy Per Diem/Mileage		457.74
9010967374	07/20/2023	Amazon, Inc	62-4310	K-2 Classroom Area Rugs - Luo		430.75
9010967375	07/20/2023	City of Redding Utilities Acct 0206257-8	62-5516	Late Fee for Utilities Acct0206257-8		228.09
9010967376	07/20/2023	Grant Elementary Sch District	62-5801	6/13 - 6/16 Summer Camp Fee for Rustand	90.00	
				6/20 - 6/23 Summer Camp Fee for Rustand	105.00	
				6/27 - 6/30 Summer Camp Fee for Rustand	111.00	
				7/3 - 7/7 Summer Camp Fee for Rustand	90.00	
				Summer Camp Reg for Rustand	25.00	421.00
9010967377	07/20/2023	Institute for Excellence in Writing	62-4100	7th Gr Medieval History-Based Writing		199.69
9010967378	07/20/2023	Rainbow Resource Center	62-4100	K-8th Saxon Math Curriculum		3,789.00
9010968036	07/27/2023	Amazon, Inc	62-4100	High Sch English ELA Reading Books	3,087.37	
				Refund: The Great Gatsby	3.01-	
				The Great Gatsby - Repurchase	2.85	
			62-4310	Classroom Supplies	126.02	
				Coin Jar for Character Counts	101.85	
				General Art Supplies	487.74	
				High Sch Elective Art Supplies	258.95	
				Music Equipment for After Sch Prg	554.28	
				Power Strip & USB Wall Charger for Music Equip	47.15	
				Supplies for Ceramics After Sch Prg	157.20	
			62-4510	Tooth Holder Sampler & Paper Cups	72.85	4,893.25
9010968037	07/27/2023	AMS.NET, Inc. c/o Fremont Bank	62-4480	Cisco Line Item Hardware	6,142.27	
			62-5801	Cisco Flex Phone Software License (YR1 of 5YR)	3,914.76	10,057.03
9010968038	07/27/2023	CDW-Government LLC	62-4310	2023/24 Middle Sch Chromebook ED License	4,836.00	
				2023/24 Middle Sch Chromebooks	40,611.09	
				K-12 Teacher Docking Stations	1,673.10	
			62-4400	K-12 Teacher Laptops	16,714.65	63,834.84
9010968039	07/27/2023	Columbia Elem School District	62-5850	QTR 4 Oversight Fees		18,594.83
9010968040	07/27/2023	CPM Educational Program	62-4100	CPM High Sch Math License/Student Editions		3,071.53
9010968041	07/27/2023	Curriculum Associates	62-4310	Everyday Writers Student Book (yellow book)	148.56	

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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Checks Dated 07/01/2023 through 07/31/2023

Board Meeting Date August 10, 2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
9010968041	07/27/2023	Curriculum Associates	62-5200	2023/24 i-Ready Math/Reading Assesment Licenses	2,000.00	
			62-5801	2023/24 i-Ready Math/Reading Assesment Licenses	15,755.00	17,903.56
9010968042	07/27/2023	DiMac Designs	62-4310	DiMac Classroom Whiteboard	143.72	
				Unpaid Sales Tax	3.35	147.07
9010968043	07/27/2023	Edgeium, Inc	62-4400	Replace Meraki Access Points for Portables		4,706.81
9010968044	07/27/2023	Evapco, Inc.	62-5890	7/1 - 9/30 Evapco Cooling Tower Service (YR 2 of 3)		921.75
9010968045	07/27/2023	HANAGAN, LIQIN D	62-8699	Re-Issue Stale Dated Warrant 9010944295		321.53
9010968046	07/27/2023	Houghton Mifflin Harcourt Publishing Co	62-4100	Go Math Student Multi-Volume Grade K-2 - Additional		302.22
9010968047	07/27/2023	LiveBinders, Inc.	62-5801	2023/24 LiveBinder Annual Subscription		99.50
9010968048	07/27/2023	McGraw-Hill Education, Inc.	62-4100	2023/24 Earth Science/Biology Student License		1,653.75
9010968049	07/27/2023	NCS Pearson Inc	62-5801	May 2023 Digital Pysch Assessments		18.00
9010968050	07/27/2023	Nichols, Melburg & Rossetto, AIA & Associates, Inc.	62-5830	Jun 2023 High Sch Design Architectural Services		60,312.50
9010968051	07/27/2023	Savvas Learning Company LLC	62-4100	K-2 Envision Math - Mandarin		5,176.44
9010968052	07/27/2023	Shasta - Trinity Schools Insurance Group - Dental	62-9551	Aug 2023 Dental Preimiums		5,716.36
9010968053	07/27/2023	Shasta - Trinity Schools Insurance Group - Vision	62-9552	Aug 2023 Vision Preimiums		1,170.00
9010968054	07/27/2023	Shasta -Trinity Schools Insurance Group - Medical	62-9550	Aug 2023 Medical Preimiums		50,699.00
9010968055	07/27/2023	Studies Weekly	62-4100	4th-8th Studies Weekly for Social Studies	1,626.55	
			62-4310	K-8th Studies Weekly Social Study/Science	1,408.09	3,034.64
9010968056	07/27/2023	U.S. Bank	62-4310	Home Depot Supplies for After Sch Prg	120.18	
				KP Corp: Cumulative Student Files	502.39	
				Walmart Canon Camera Lenses & Filters	187.70	
			62-4320	Hobby Lobby - Outgoing Mailbox for Office	53.07	
				Office Depot - Planner for Schexnayder	3.23	
			62-4350	Home Depot - Rebuy Spay Nozzle for Sch Garden	18.21	
				Home Depot - Return Spay Nozzle for Sch Garden	24.65-	
				Home Depot - Spay Nozzle for Sch Garden	24.65	
			62-4510	Costco: First Aid Office Supplies	150.06	
			62-5200	Sac Airport Parking EDCOE SELPA Conf for Wahl	50.00	
				Uber - EDCOE SELPA Conf for Wahl	57.89	1,142.73

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Checks Dated 07/01/2023 through 07/31/2023

Board Meeting Date August 10, 2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
Total Number of Checks					53	364,921.40

Fund Summary

<u>Fund</u>	<u>Description</u>	<u>Check Count</u>	<u>Expensed Amount</u>
62	CharterSchoolsEnterprise	53	364,918.05
	Total Number of Checks	53	364,918.05
	Less Unpaid Sales Tax Liability		3.35-
	Net (Check Amount)		364,921.40

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 – 2023/24 – 2024/25 McConnell Lease
Amendment No. 6 Rent Schedule Proposal

PREPARER: Lane Carlson

RECOMMENDATION: Motion to Approve the McConnell Lease Amendment

BACKGROUND:

The Governing Board will review the 2023/24 – 2024/25 McConnell Lease Amendment before taking action to approve. The proposed lease is set at \$200,000 for the 2023/24 school year and will increase to \$206,000 in 2024/25.

- See Attached: McConnell Lease Amendment No. 6 Proposal

REFERENCE:

Amendment No. 6

This Amendment No. 6 is made effective July 1, 2023 between THE MCCONNELL FOUNDATION, a California Nonprofit Corporation, (“Lessor”), and REDDING SCHOOL OF THE ARTS (“Lessee”).

1. Recitals. This Amendment No. 6 is made with reference to the following facts and objectives:
 - a) Lessor and Lessee entered into a written lease dated July 15, 2011, (the “Lease”), in which Lessor leased to Lessee and Lessee leased from Lessor, the premises located in County of Shasta, California, commonly known as 955 Inspiration Place (the “Premises”). Subsequently, Amendment No. 1 effective July 1, 2013, Amendment No. 2 effective July 1, 2017, Amendment No. 3 effective July 1, 2019 and Amendment No. 4 effective July 1, 2021 were executed to extend the lease terms, respectively. Amendment No. 5 effective July 1, 2022 was also executed.
 - b) The term of the Lease expires on June 30, 2023.
 - c) The parties desire to extend the term of the Lease for an additional period of 24 months.
2. Extension of Term. The term of the Lease shall be extended for an additional period of 24 months, from and after June 30, 2023, so that the term of the Lease shall extend to and include June 30, 2025.
3. Base Rent. The minimum monthly base rent shall be subject to the following rent schedule:

School Year	Annual Rent
2023/2024	\$200,000
2024/2025	\$206,000

4. Rent. In addition to the Base Rent set forth under paragraph 3 of this Amendment No. 6, Lessee shall pay all additional rent and charges contained in the Lease.
5. Effectiveness of Lease. Except as set forth in Amendment No. 6, all provisions of the Lease shall remain unchanged and in full force and effect.
6. Conflict of Terms. In the event of any conflict between the provisions of the Lease and this Amendment No. 6, the provisions of this Amendment No. 6 shall prevail.
7. No Party Deemed Drafter. In the event of a dispute between any of the parties hereto over the meaning of this Agreement, no party shall be deemed to have been the drafter hereof, and the principle of law that contracts are construed against the drafter does not and shall not apply.

THE MCCONNELL FOUNDATION, a California Nonprofit Corporation, LESSOR

BY: _____ Date: _____
John A. Mancasola, President & CEO

REDDING SCHOOL OF THE ARTS, LESSEE

BY: _____ Date: _____
Lane Carlson, Executive Director

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

Consent Agenda

SUBJECT: Agenda Item 1.4 – 2024 - 2027 College & Career Access Pathways (CCAP) Agreement with Shasta-Tehama-Trinity Community College - Amended

PREPARER: Lane Carlson

RECOMMENDATION: Motion to Approve Amended Agreement

BACKGROUND:

The term of the CCAP Agreement has been amended to reflect a three year (3) term, beginning on July 1, 2023 instead of July 1, 2024 as was previously adopted by the board on 6/20/2023.

- See Attached: College & Career Access Pathways (CCAP) Agreement

REFERENCE:

**COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2023-2026**

This College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Shasta-Tehama-Trinity Community College DISTRICT (“COLLEGE”), 11555 Old Oregon Trail, Redding, CA, 96049, and REDDING SCHOOL OF THE ARTS DISTRICT, 955 Inspiration Place, Redding, CA 96003 (hereafter referred to collectively as “THE DISTRICT”).

WHEREAS the mission of the COLLEGE includes advancing the educational, career, and personal success of our diverse community through engagement and learning; and

WHEREAS students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS THE DISTRICT is public school DISTRICT serving grades K-12 located in Shasta County and within the regional service area of the COLLEGE, unless otherwise specified and agreed to as specified in AB 288 Sec. 2 (e); and

WHEREAS THE DISTRICT in the regional service area of the COLLEGE are willing to combine resources and students so that REDDING SCHOOL OF THE ARTS may provide an outstanding educational opportunity for their students; and

WHEREAS, the COLLEGE and THE DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288 and updated in AB 30, for high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and helping high school pupils to achieve college and career readiness” AB 288 Sec. 2(a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” AB 288 Sec. 1(d).

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations, and procedures promulgated by applicable law, the California Community College Chancellor’s Office, and the COLLEGE;

WHEREAS, the Governing Boards of each DISTRICT, at an open public meeting of that board, presented the AGREEMENT, took comments from the public, and approved the AGREEMENT;

COLLEGE DISTRICT Board Meeting Date:

SCHOOL DISTRICT Board Meeting Date:

NOW THEREFORE, the COLLEGE and THE DISTRICT agree to the terms outlined as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall be for three (3) years, beginning on July 1, 2023, and ending on July 30, 2026, and will be subject to renewal unless otherwise terminated in accordance with Section 19 of this Agreement.
- 12 The COLLEGE and THE DISTRICT shall ensure that one public informational and adoption meeting will be held in the review and approval of this Agreement. AB 30 Sec. 2(b).
- 13 The governing board of a community college district, prior to establishing a vocational or occupational training program (career technical education programs), shall conduct a job market study of the labor market area, and determine whether the results justify the proposed vocational education program. EC § 78015
- 14 A copy of this Agreement shall be filed with the office of the Chancellor of the California Community Colleges before the start of the CCAP partnership; Per AB 288 Sec. 2(c)(3), “the chancellor may void any CCAP partnership agreement it determines has not complied with the intent of the requirements of this section”.

2 DEFINITIONS

- 21 CCAP Agreement Courses - courses offered as part of this Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates, or help high school pupils achieve college and career readiness.
- 22 Pupil or Student - A resident or nonresident student attending high school in California. Pursuant to SB 150 Concurrent enrollment in secondary school and community college: nonresident tuition exemption: Effective January 1, 2014, concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for the SB 150 waiver of nonresident tuition while still in high school. Students must be special admit part-time students who are attending high school in California.

3 STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

- 3.1 Student Eligibility - Students who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” AB 288 Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” AB 288 Sec. 1 (d).
- 32 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of this Agreement who have been admitted to the PROGRAM and COLLEGE and who meet all applicable prerequisites. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through this Agreement will be determined by COLLEGE and shall be in compliance with applicable law and the COLLEGE’s standards and policies.
- 33 A community college district may limit enrollment in a community college course

solely to eligible high school students as part of this agreement who have been admitted to the PROGRAM and COLLEGE who meet all applicable prerequisites if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to the AB 288 CCAP Partnership. AB 288 CCAP Partnership Agreement Eligibility Guidelines for Apportionment Sec. 8b, p.4.

- 34 College Admission and Registration - Procedures for students participating in this Agreement shall be governed by the COLLEGE and shall only require a high school pupil participating in a CCAP partnership to submit one parental consent form and principal recommendation for the duration of the pupils participating in the CCAP Partnership. EC § 76004
- 35 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to THE DISTRICT.
- 36 Priority Enrollment - The COLLEGE may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001. AB 288 Sec. 2 (3)(g).
- 37 The COLLEGE shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. AB 288 Sec. 2 (d).
- 38 Students participating in the Agreement may enroll in a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3). Specifically, the units must constitute no more than four (4) community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.

4 COLLEGE APPLICATION PROCEDURE

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures, and both the COLLEGE and THE DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
- 4.3 THE DISTRICT agrees to assist the COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by the COLLEGE.
- 4.4 THE DISTRICT and COLLEGE understand and agree that successful college admission and registration requires that each participating student has completed the COLLEGE enrollment application process.

5 PARTICIPATING STUDENTS

- 5.1 A high school student enrolled in a course offered through this Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also AB 288 Sec. 2 (f)(q). Special part-time students described in subdivision (p) shall be exempt from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.
- 5.2 The total cost of books and instructional materials for THE DISTRICT students who enroll in a COLLEGE course offered as part of this Agreement will be borne by THE DISTRICT. Books and instructional materials purchased by THE DISTRICT will remain the property of and housed with THE DISTRICT or wherever THE DISTRICT designates. The COLLEGE will ensure, whenever possible, textbooks to remain the same throughout the term of the Agreement. Both THE DISTRICT and COLLEGE will pursue methods of keeping textbook costs down and will seek additional funding sources including grants to cover textbook costs.
- 5.3 Participating students must meet all prerequisite requirements of the COLLEGE as established by the COLLEGE and stated in the COLLEGE catalog before enrolling in a course offered as part of this Agreement.
- 5.4 Grades earned by students enrolled in courses offered as part of this Agreement will be posted on the official COLLEGE transcript. Students may submit a request for Pass/No Pass if the course is designated as such in the COLLEGE catalog.
- 5.5 Students enrolled in courses offered as part of this Agreement will be directed to the official catalog of the COLLEGE for information regarding applicable policies and procedures.
- 5.6 Students enrolled in COLLEGE courses offered as part of this Agreement will be eligible for student support services, which shall be available to them at the COLLEGE or through THE DISTRICT.
- 5.7 Students requiring reasonable accommodations for COLLEGE courses offered at the COLLEGE for this Agreement will receive services through the COLLEGE.
- 5.8 Students who withdraw from courses offered as part of this Agreement will not receive COLLEGE credit. Students must comply with and submit appropriate information/paperwork by all published deadlines. Transcripts will be annotated according to COLLEGE policy.
- 5.9 A course dropped within the COLLEGE drop “without a W” deadline will not appear on the student’s DISTRICT or COLLEGE transcript.

6 CCAP AGREEMENT COURSES

- 6.1 Courses offered as part of this Agreement at the COLLEGE may not limit enrollment in the course. AB 288 Sec. 2(o)(1).
- 6.2 The COLLEGE is responsible for all courses and educational programs offered as part

of this Agreement regardless of whether the course and educational program is offered through THE DISTRICT or through the COLLEGE.

- 63 The scope, nature, time, location, and listing of courses to be offered will be appended to this document each year during the duration of this Agreement and shall be known as Appendix B. Appendix B shall also specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students (FTES) projected to be claimed by the COLLEGE for those students. The original submission of this document to the Chancellor's Office shall include Appendix B and subsequent submissions of Appendix B shall be in accordance with Chancellor's Office instructions. AB 288 Sec. 2 (c)(1).
- 64 A description of the College and Career Access Pathways included under this Agreement is appended to the document and shall be known as Appendix A. Any updates to Appendix A, by mutual agreement of THE DISTRICT and the COLLEGE, shall be in accordance with AB 288 Sec. 2 and Education Code Section 76004 and shall be submitted to the Chancellor's Office in accordance with applicable instructions.
- 65 College courses offered as part of this Agreement at the COLLEGE shall be jointly reviewed and approved.
- 66 Courses offered as part of this Agreement will comply with all applicable regulations, policies, procedures, prerequisites, and standards applicable to the COLLEGE as well as any corresponding policies, practices, and requirements of THE DISTRICT. In the event of a conflict between the COLLEGE's course related regulations, policies, procedures, prerequisites, and standards and THE DISTRICT policies, practices, and requirements, the COLLEGE's regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 67 A student's withdrawal prior to completion of a course offered as part of this Agreement shall be in accordance with the COLLEGE's guidelines, policies, pertinent statutes and regulations.
- 68 Supervision and evaluation of students enrolled in courses offered as part of this Agreement shall be in accordance with the COLLEGE's guidelines, policies, pertinent statutes, and regulations.
- 69 COLLEGE has the sole right to control and direct the instructional activities of all dual enrolled instructors.

7. INSTRUCTOR(S)

- 7.1 All instructors teaching COLLEGE courses offered as part of this Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 of the California Code of Regulations, Sections 53410 and 58060, or as amended and be hired by the COLLEGE.
- 7.2 The employer of record for purposes of assignment monitoring and reporting to the county office of education will be mutually agreed upon by THE DISTRICT and COLLEGE. AB 288 Sec. 2 (m)(1).

- 73 This Agreement specifies THE DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. AB 288 Sec. 2 (m)(2).
- 74 Instructors who teach COLLEGE courses offered as part of this Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- 75 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this Agreement or otherwise provide services on a SCHOOL DISTRICT site.
- 76 Prior to teaching, faculty shall receive discipline-specific training and orientation from the COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures, record keeping, and other instructional responsibilities. Said training will be approved and provided by the COLLEGE.
- 77 Faculty will participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to, course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 78 Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for faculty of the COLLEGE, subject to the approval of the COLLEGE.
- 79 THE DISTRICT personnel selected to be instructors will be subject to the authority of the COLLEGE specifically with regard to their duties as instructors.
- 7.10 The COLLEGE and THE DISTRICT shall jointly determine the subject areas of instruction. The COLLEGE shall determine the number of instructors and the ratio of instructors to students.

8 ASSESSMENT OF LEARNING AND CONDUCT

- 8.1 Students of THE DISTRICT enrolled in COLLEGE courses offered as part of this Agreement shall be held to the same standards of achievement as all other students at the COLLEGE not participating in a CCAP Agreement or other special program.
- 8.2 Students enrolled in COLLEGE courses offered as part of this Agreement shall be held to the same behavioral standards as all other students at the COLLEGE not participating in a CCAP Agreement or other special program. Both parties will work together in resolving behavioral issues.

9. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 91 The COLLEGE shall appoint an educational administrator, as identified in Appendix B of this AGREEMENT, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and THE DISTRICT in conformity with the COLLEGE policies and standards. AB 288 Sec. 2 (c)(2).
- 92 THE DISTRICT shall appoint an educational administrator, as identified in Appendix B of this AGREEMENT, who will serve as point of contact to facilitate coordination and cooperation between THE DISTRICT and COLLEGE in conformity with THE DISTRICT policies and standards. AB 288 Sec. 2(c)(2).
- 93 The COLLEGE will provide THE DISTRICT personnel with reasonable assistance, direction, and instruction in how to fulfill their responsibilities under this Agreement, including conducting appropriate student assessments, outreach and recruitment activities, and compliance with the COLLEGE's policies, procedures, and academic standards.
- 94 THE DISTRICT shall provide personnel to perform clerical services and services associated with student outreach and recruitment activities, student assessment and college applications, the enrollment of eligible students, and other related services as deemed necessary.
- 95 THE DISTRICT personnel will perform services specified in 9.4 as part of their regular assignment. THE DISTRICT personnel performing these services will be employees of THE DISTRICT, subject to the authority of THE DISTRICT, but will also be subject to the direction of the COLLEGE, specifically with regard to their duties pertaining to the COLLEGE courses.
- 96 This Agreement requires an annual report to the office of the Chancellor of the California Community Colleges by the COLLEGE and THE DISTRICT on all the following information (AB 288 Sec. 2(t)(1) (A-D)):
- The total number of high school students by school site enrolled under this Agreement, aggregated by sex and ethnicity, and reported in compliance with all applicable state and federal privacy laws. AB 288 Sec. 2 (t)(1)(A).
 - The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. AB 288 Sec. 2 (t)(1)(B).
 - The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. AB 288 Sec. 2 (t)(1)(C).
 - The total number of full-time equivalent students generated by CCAP partnership community college district participants. AB 288 Sec. 2 (t)(1)(D).

10. APPORTIONMENT

- 10.1 The COLLEGE shall include the students enrolled in courses under this Agreement in its report of full-time equivalent students (FTES) for purposes of receiving state

apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.

- 102 The COLLEGE shall not receive a state allowance or apportionment for an instructional activity for which the partnering DISTRICT has been, or shall be, paid an allowance or apportionment. AB 288 Sec. 2 (r).
- 103 The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school DISTRICT has received reimbursement for the same instructional activity. AB 288 Sec. 2 (s).

11. CERTIFICATIONS

- 11.1 THE DISTRICT certifies that the direct education costs of the courses offered as part of this Agreement are not being fully funded through other sources.
- 11.2 The COLLEGE certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this Agreement from other sources.
- 11.3 THE DISTRICT agrees and acknowledge that the COLLEGE will claim apportionment for THE DISTRICT's students enrolled in community college course(s) under this Agreement.
- 11.4 The COLLEGE certifies that:
- A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement, whenever possible. AB 288 Sec. 2 (k)(2).
 - The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4 and that students participating in this Agreement will not lead to displacement of otherwise eligible adults at the COLLEGE. AB 288 Sec. 2 (k)(3).
- 11.5 This Agreement certifies that THE DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a course offered for high school credit under this Agreement. AB 288 Sec. 2 (l).

12. PROGRAM IMPROVEMENT

- 12.1 The COLLEGE and THE DISTRICT may annually conduct surveys of participating DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this Agreement.

13. RECORDS

- 13.1 Permanent records of student enrollment, attendance, grades, and achievement for students under this Agreement shall be maintained by the COLLEGE.
- 13.2 Each party shall maintain records pertaining to this Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.
- 13.3 The COLLEGE and the DISTRICT shall securely transmit data files to each other upon the completion of dual enrolled and concurrent courses according to each district's grade reporting deadlines. Upon completion of each term, the SCHOOL DISTRICT will release student demographic information, grades and course completion data for students interested in acquiring college credit. Upon completion of each college term, the COLLEGE DISTRICT will release student demographic information, grade, and course completion data for all SCHOOL DISTRICT students. AB 288 CCAP Partnership Agreement Eligibility Guidelines for Apportionment Sec. 8b, p.4.

14. REIMBURSEMENT

- 14.1 The financial arrangements implied herein may be adjusted annually.

15. FACILITIES

- 15.1 The COLLEGE will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct instruction and do so without charge to THE DISTRICT students. THE DISTRICT agrees to safeguard the premises assigned to them. The COLLEGE warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 15.2 THE DISTRICT will furnish, at their own expense, all course materials, specialized equipment, books, and other necessary equipment for all DISTRICT students. The parties understand that such equipment and materials are the sole property of THE DISTRICT. The instructor shall determine the type, make, and model of all equipment, books, and materials to be used during each course offered as part of this Agreement. THE DISTRICT understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.
- 15.3 The COLLEGE facilities may be used subject to mutual agreement by the parties.

16. OTHER REQUIREMENTS

17. INDEMNIFICATION

- 17.1 THE DISTRICT agrees to and shall indemnify, save, and hold harmless the COLLEGE and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents, and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments arising out of THE DISTRICT performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of THE DISTRICT and their officers, employees, independent contractors, subcontractors, agents, and other representatives.

172 The COLLEGE agrees to and shall indemnify, save, and hold harmless THE DISTRICT and their governing boards, officers, employees, administrators, independent contractors, subcontractors, agents, and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments arising out of COLLEGE's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the COLLEGE, and its officers, employees, independent contractors, subcontractors, agents, and other representatives.

18. INSURANCE

18.1 For the purpose of Workers' Compensation, the COLLEGE shall be the "primary employer" for all its personnel who perform services as instructors for the COLLEGE. The COLLEGE shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by COLLEGE personnel made in connection with performing services and receiving instruction under this Agreement. COLLEGE agrees to hold harmless, indemnify, and defend THE DISTRICT and their directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by COLLEGE personnel connected with providing services under this Agreement.

19. NON-DISCRIMINATION

19.1 Neither THE DISTRICT nor the COLLEGE shall discriminate on the basis of race, religious creed, color, natural origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status or any other protected class under California State or federal law.

20. TERMINATION

20.1 Either Party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Section 20 below.

21. NOTICES

21.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

COLLEGE

SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT
11555 Old Oregon Trail
P.O. Box 496006
Redding, CA 96049-6006

Attn: Joe Wyse, Ed.D. –President, Shasta College

THE DISTRICT

REDDING SCHOOL OF THE ARTS
955 Inspiration Place
Redding, CA 96003
Attn: Lane Carlson– Superintendent

22. INTEGRATION

22.1 This Agreement sets forth the entire agreement between the Parties relating to the subject matter of this Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

23. MODIFICATION AND AMENDMENT

23.1 No modifications or amendments of any of the terms or provisions of this Agreement shall be binding unless made in writing and signed by the Parties.

24. GOVERNING LAWS

24.1 This agreement shall be interpreted according to the laws of the State of California.

25. COMMUNITY COLLEGE DISTRICT BOUNDARIES

25.1 For locations outside the geographical boundaries of the COLLEGE, the COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college DISTRICT and use of non-DISTRICT facilities.

26. SEVERABILITY

26.1 This Agreement shall be considered severable, such that if any provision or part of the Agreement is ever held invalid under any law or ruling, that provision or part of the Agreement shall remain in force and effect to the extent allowed by law and all other provisions or parts shall remain in full force and effect.

27. COUNTERPARTS

27.1 This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

Executed on 7-27, 2023

By: _____
Lane Carlson
Superintendent
Redding School of the Arts

By:  _____
Joe Wyse, Ed.D
President
Shasta-Tehama-Trinity Joint Community College District

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

Consent Agenda

SUBJECT: Agenda Item 1.5 – 2023/24 TCDE Alliance for Teacher Excellence Induction Program MOU

PREPARER: Lane Carlson

RECOMMENDATION: Motion to Approve Annual MOU w/ TCDE

BACKGROUND:

The Governing Board will annually review the Memorandum of Understanding (MOU) between RSA and Tehama County Department of Education. The MOU outlines the services provided by the Alliance for Teacher Excellence Induction Program for the purpose of providing professional development services to new teachers and their mentors. This training is required for teachers to complete their preliminary credential as required by the California Commission on Teacher Credentialing.

- See Attached: Tehama County Department of Education MOU

REFERENCE:



MEMORANDUM OF UNDERSTANDING

I. General

This Memorandum of Understanding (MOU) is between the **Tehama County Department of Education**, serving as the Local Education Agency ("LEA") for the **Tehama County Department of Education Teacher Induction Program/Career Technical Education (CTE) Program** ("PROGRAM"), and **the county office of education, district, employing agency, or independent charter school** ("DISTRICT") signing below. Throughout the MOU, new teachers are referred to as "Candidates" and veteran teachers are referred to as "Mentors." The term of this MOU commences on **July 1, 2023**, and terminates on **June 30, 2024**.

II. Purpose

The purpose of the MOU is to establish a formal working relationship between the DISTRICT, LEA, and the PROGRAM. The PROGRAM will provide and coordinate services and support to guide Candidates in meeting California credential requirements through the state-accredited Teacher Induction Credential Programs: General Education Clear Credential Program, Education Specialist Clear Credential Program, and the Designated Subjects Career Technical Education Preliminary and Clear Credential Programs.

III. Eligibility

Eligible Candidates are those hired within the following credential and program categories:

- **Preliminary Credential Program:** Designated Subjects (CTE) Candidates who meet the industry experience and pre-requisite CCTC requirements
- **Clear Credential Program:** Candidates holding preliminary Multiple Subject, Single Subject, or Education Specialist Credential, Out of State and Out of Country trained teachers, and Designated Subjects (CTE) Candidates

IV. LEA and PROGRAM Responsibilities

1. Establish a program model in alignment with California Teacher Induction Standards to ensure PROGRAM accreditation status through the California Commission on Teacher Credentialing (CCTC) Accreditation System.
2. Submit accreditation reports and fees as required by CCTC.
3. Employ a PROGRAM Administrator whose primary duty is to administer the PROGRAM and employ Support Staff.

4. Provide office support services for the PROGRAM, including, but not limited to, mail service, phone, fax, internet services, technology support, and meeting space for PROGRAM activities.
5. Provide sufficient and appropriate workspace for the PROGRAM Administrator and PROGRAM Support Staff.
6. Provide business and legal services required for PROGRAM implementation.
7. Provide a process for equitable distribution of support, formative assessment, and credential services to Candidates and Mentors in all participating DISTRICTS within the region.
8. Provide optional professional development for Candidates and Mentors.
9. Employ Coaches whose primary duty is to support Mentors and Candidates in meeting PROGRAM requirements.
10. Develop and provide ongoing training and support for Mentors.
11. Advise Candidates of an Early Completion Option for "experienced and exceptional" candidates.
12. Arrange for and monitor California State University, Chico, and Simpson University Continuing Education Units for Candidates and Mentors.
13. Submit Clear Credential recommendations to the CCTC for Candidates who have successfully completed the requirements of the PROGRAM.
14. Inform Candidates of the completion of requirements for the Clear General Education Credentials (Multiple and/or Single Subject), Preliminary and Clear Designated Subjects Career Technical Education Credentials, and/or Clear Education Specialist Credentials.
15. Inform the DISTRICT of the Candidate's and Mentor's progress toward completion of PROGRAM requirements.
16. Convene PROGRAM Regional Advisory Council meetings a minimum of two times per year and Leadership Team meetings a minimum of two times per year to engage stakeholders in the decision-making process and to support the continuous improvement of services provided to Mentors and Candidates.
17. Administer Mid-Year and End-of-Year surveys to Site Administrators, Mentors, and Candidates for the purpose of PROGRAM evaluation.
18. Assume overall fiscal responsibility for the administration of the PROGRAM budget, including submission of year-end expenditure reports and any other documentation required by CCTC and/or California Department of Education (CDE).
19. In the event of program closure, TCDE will offer a teach-out plan, which includes individual transition plans for each Candidate, as well as a plan for Candidates to access their student records.

V. DISTRICT Responsibilities

1. Appoint a DISTRICT Coordinator whose assignment includes dedicated time to fulfill the DISTRICT Coordinator's roles and responsibilities.
2. Upon hire, identify and enroll all Candidates who are eligible for PROGRAM services, as described by state guidelines
3. Communicate to all site administrators the need to support program participants through program work and employer input in the Candidates' development of an Individual Learning Plan (ILP) within 60 days of hire, through collaborative goal-

setting meetings at the start of each inquiry and through a mid-year check-in meeting.

4. Employer will Provide Candidates and Mentors release time (at the expense of the DISTRICT) to support participants in formal and informal observations (a minimum of one per semester) and/or observations of colleagues. Employer understands that the ILP is used to guide professional development and not for the purpose of teacher evaluation or employment decisions.
5. Make every effort to assign Candidates to classrooms appropriate to their novice status, avoiding whenever possible, combination classrooms, secondary assignments with multiple preps, teaching assignments at multiple sites, and multiple adjunct duties.
6. Provide newly-hired teachers with a DISTRICT Orientation.
7. Assign a qualified Mentor to each eligible Candidate within 30 days of the Candidate's enrollment in the PROGRAM.
8. Utilize defined selection criteria to identify high-quality, experienced teachers to serve as Mentors for Candidates. Mentors must demonstrate effective coaching, interpersonal and communication skills and:
 - a. Hold a Clear Credential which is a match to that of the Credential Candidate (exceptions may be made for Career Technical Education).
 - b. Have 3 or more years of effective teaching experience.
 - c. Display best practices in providing "just-in-time" (as needed) and longer-term analysis of teaching practice to help candidates develop enduring professional skills
 - d. Are committed to attend coaching/Mentor trainings, meetings and to meet weekly with Candidates
 - e. Have the ability, willingness, and flexibility to meet the Candidate's needs for support.
 - f. Display willingness to work collaboratively with colleagues and regional TTIP staff
 - g. Embrace a positive attitude and disposition towards students and teaching
 - h. Develop a sustained and thoughtful collegial relationship with Candidates
 - i. Demonstrate leadership skills, curriculum expertise, and knowledge of district resources
 - j. Serve as a role model for the teaching profession
9. Assure the PROGRAM that the Mentor assigned to the candidate does not have any supervisory role or responsibilities over the Candidate they are assigned to mentor.
10. Provide Mentors compensated time to participate in the PROGRAM Mentor training on observation protocol, learning focused conversations, "just-in-time" coaching and one-to-one consultations with Candidates(s)
11. The District Coordinator will communicate PROGRAM requirements and Expectations of Site Administrators to Site Administrators with Candidates enrolled in the PROGRAM.
12. Notify PROGRAM staff within 10 business days of any changes in the employment status, leaves of absence, or changes in teaching assignment of the enrolled Candidate(s) and Mentor(s).
13. Notify PROGRAM staff of a need for a Mentor reassignment.

14. Notify PROGRAM staff of any Candidate who discontinues PROGRAM participation (Table C: 2023-2024 Refund Schedule).
15. Participate in PROGRAM evaluation by providing feedback via the Site Administrator Mid-Year and End-of-Year surveys.
16. Participate in the CCTC Accreditation Cycle (Site Review interviews, etc.) as needed.
17. DISTRICT appoints a minimum of one liaison to serve on the PROGRAM'S Regional Advisory Council. The liaison(s) should be a designee authorized by the DISTRICT to fulfill the roles and responsibilities assigned to him or her. The liaison supports the PROGRAM by providing ongoing updates, communication, and information to and from the DISTRICT.
18. The DISTRICT will assume financial responsibility of all PROGRAM Fees for each Candidate enrolled in the PROGRAM. Refer to Table A: 2023-2024 Fee Schedule.
19. The PROGRAM may provide a refund to the DISTRICT in the event that a Candidate discontinues PROGRAM participation. Refer to Table C: 2023-2024 Refund Schedule.

VI. Non-Discrimination Clause

Any service provided by either party pursuant to this agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, ancestry, age marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex or sexual orientation in accordance with all applicable Federal and State laws and regulations. TCDE and DISTRICT agree to make all personnel decisions without unlawful discrimination, including decisions regarding the admission, retention or graduation of students, and decisions regarding the employment, retention or promotion of employees.

Each party hereto agrees to hold harmless and to indemnify the other party, its officers and employees, against liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the negligence, willful misconduct or omission of the party which committed the act, and while acting under the terms and conditions of the Agreement. Should any action be brought to enforce any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees. Both parties, as certified by the signatures below, agree to the provisions of this Agreement:

VII. Program Participation Options **MUST SELECT AN OPTION**

The DISTRICT will select one of the following options (check next to either Option A or Option B). Both options require full participation in the Tehama Teacher Induction Program (TTIP) by all participants. Billing will occur in November.

Option A: TTIP Pays Mentor (see fee schedule)

Option B: The DISTRICT pays mentor (see fee schedule)



RICHARD DUVARNEY, Superintendent
Tehama County Department of Education

5-9-23

Date

Lane Carlson

Superintendent/Clerk/Authorized Agent

Lane Carlson

Print Name

Redding School of the Arts

District Name

06/13/2023 23:22 UTC

Date

<p style="text-align: center;">2023-2024 Fee Schedule</p>	<p style="text-align: center;">Option A TTIP Pays Mentor <i>(includes \$1,700 mentor stipend)</i></p>	<p style="text-align: center;">Option B District Pays Mentor</p>
<p>Clear Credential Program</p> <ul style="list-style-type: none"> Includes enrollment of one Candidate in one or more of the following programs: Clear Multiple Subject Credential, Clear Single Subject Credential, and Clear Education Specialist Credential, or Includes enrollment of one Candidate in the Clear Designated Subjects (CTE) credential program 	<p>Enrollment fee before 9-2-23: \$4,200</p> <p>Enrollment fee after 9-3-23: \$4,400</p>	<p>Enrollment fee before 9-2-23: \$2,500</p> <p>Enrollment fee after 9-3-23: \$2,700</p>
<p>Dual Credential Program</p> <ul style="list-style-type: none"> Includes enrollment of one Candidate in one or more of the following programs: Clear Multiple Subject Credential, Clear Single Subject Credential, or Clear Education Specialist Credential, and a concurrent enrollment in a Clear Designated Subjects (CTE) credential program 	<p>\$4,450 per year</p>	<p>\$2,750 per year</p>
<p>Early Completion Option Program</p> <ul style="list-style-type: none"> The Candidate must be an experienced and exceptional teacher, and must meet the program criteria to gain admission in the Early Completion Option (ECO) Program 	<p>\$4,450 per year</p>	<p>\$2,750 per year</p>
<p>Preliminary Credential Program - Designated Subjects (CTE)</p> <ul style="list-style-type: none"> Includes support with the completion and submission of form 41-4 Includes appraisal of requirements for the preliminary and clear credentials 	<p>\$250 one-time fee</p>	

<p>Second Clear Credential Program - Designated Subjects (CTE)</p> <ul style="list-style-type: none"> • Includes enrollment of one Candidate in a self-paced independent study Designated Subjects (CTE) Program • The Candidate must hold a Clear General Education or Clear Education Specialist Credential 	<p>\$750 one-time fee</p>
<p>Extended Year Credential Program</p> <ul style="list-style-type: none"> • If the Candidate goes beyond the two-year program due to lack of progress or missing requirements, an additional fee of \$1000 per year, per Candidate will be applied. Additional yearly fees may apply if a Mentor is assigned to support the Candidate beyond the two-year program. Additional fees will be based on the length of mentoring recommended to support program completion. 	<p>\$1000 per year</p> <p>Mentor Stipend Fee (if needed): \$1,700 per year</p>

2023-2024 Refund Schedule	
Date PROGRAM receives written notice from DISTRICT that a candidate and Mentor will not be participating in the Program	Amount of Refund
April 15 – August 31	100% of Program Fee
September 1 – September 30	75% of Program Fee
October 1 – October 31	50% of Program Fee
November 1 – November 30	25% of Program Fee
December 1 – June 30	No refund

Policies and Procedures

- [TCDE Record Retention Policy](#)
- [Records Request](#)
- [Grievance Policy and Form](#)
- [Complaints Concerning Department Employees](#)
- [Uniform Complaint Procedures](#)
- [Induction Program Preconditions and Standards](#)
- [Preconditions for Designated Subjects](#)
- [General Institutional Preconditions](#)

Document Reference : 0d4214b5-1173-4382-ab01-9e3d323d4a26
Document Title : 2023-24 Redding School of the Arts MOU
Document Region : Northern Virginia
Sender Name : Tehama Teacher Induction
Sender Email : induction@tehamaschools.org
Total Document Pages : 8
Secondary Security : Not Required
Participants

- 1. Lane Carlson (Lcarlson@rsarts.org)

Document History

Timestamp	Description
06/13/2023 14:38PM PDT	Sender downloaded document.
06/13/2023 14:39PM PDT	Document sent by Tehama Teacher Induction (induction@tehamaschools.org).
06/13/2023 14:39PM PDT	Email sent to Lane Carlson (Lcarlson@rsarts.org).
06/13/2023 14:39PM PDT	Email sent to Tehama Teacher Induction (induction@tehamaschools.org).
06/13/2023 16:20PM PDT	Document viewed by Lane Carlson (Lcarlson@rsarts.org). 66.244.60.2 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/114.0.0.0 Safari/537.36
06/13/2023 16:20PM PDT	Document viewed by Lane Carlson (Lcarlson@rsarts.org). 66.244.60.2 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/114.0.0.0 Safari/537.36
06/13/2023 16:22PM PDT	Lane Carlson (Lcarlson@rsarts.org) has agreed to terms of service and to do business electronically with Tehama Teacher Induction (induction@tehamaschools.org). 66.244.60.2 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/114.0.0.0 Safari/537.36
06/13/2023 16:22PM PDT	Signed by Lane Carlson (Lcarlson@rsarts.org). 66.244.60.2 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/114.0.0.0 Safari/537.36
06/13/2023 16:22PM PDT	Document copy sent to Lane Carlson (Lcarlson@rsarts.org).

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

Consent Agenda

SUBJECT: Agenda Item 1.6 – 2023/24 RSA/MTSS Special Education Service Agreements

- 1.6.1 RSA/Chrysalis Charter School MOU (Nurse & Psych Services)
- 1.6.2 RSA/Phoenix Charter Academy MOU (Nurse Services)
- 1.6.3 *RSA/Mountain Valley JPA MOU (Occupational Therapy Services)
- 1.6.4 RSA/Redding STEM Academy MOU (Nurse Services)
- 1.6.5 RSA/Shasta Charter Academy MOU (SLP & Psych Services)
- 1.6.6 *RSA/Shasta County SELP MOU (DHH Services)

PREPARER: Lane Carlson

RECOMMENDATION: Action to Approve 2023/24 MOU's

BACKGROUND:

RSA/MTSS is seeking approval to enter into annual contracts with the following educational entities for the purpose of providing and/or receiving special education services. Services include: occupational therapy, speech & language services, nursing services, and psych services.

**Vendors providing educational services to RSA.*

- See Attached: Special Education Service Agreements

REFERENCE:

Agreement Between the Redding School of the Arts and

CHRYSALIS CHARTER SCHOOL

Physical Address: 21945 Old 44 Drive, Palo Cedro CA 96073

Mailing Address: PO Box 709, Palo Cedro CA 96073

2023-2024

This agreement is entered into for the 2023-2024 school year between CHRYSALIS CHARTER SCHOOL (referred hereafter as DISTRICT) and the REDDING SCHOOL OF THE ARTS (referred hereafter as RSA).

Background Information: Section 56369 of California Education Code provides that a public school district may contract with another public agency to fulfill its obligation to provide special education or related services to individuals with exceptional needs. Thus, RSA agrees to provide the special education ancillary services as described herein on behalf of DISTRICT for the 2023-2024 school year.

SPECIAL EDUCATION SERVICES PROVIDED BY THE REDDING SCHOOL OF THE ARTS: **School Nurse (referred hereafter as EMPLOYEE).**

1. Attend Individualized Education Program (IEP) meetings, as appropriate.
2. Provide assessments for the purposes of: (1) determining initial eligibility for special education services, (2) satisfying triennial assessment requirements, and (3) gaining additional information regarding already-eligible students' educational needs.
3. Provide school-related services to special education students whose Individual Education Programs (IEPs) specify educational need for this service.
4. Advise school staff regarding the implementation of special education programs in compliance with state, federal, and local requirements, including:
 - a. Free and Appropriate Public Education (FAPE) determination, documentation, and implementation.
 - b. Academic instructional programs and interventions that could be used in providing resource program IEP services and Response to Intervention Tier 2 and 3 student support services.
5. Attend pre-evaluation meetings to determine which tests will be used for evaluation on eligibility for special education identification.
6. Advise regarding issues related to Section 504 of the Rehabilitation Act, including eligibility and plan development.
7. The parties agree that DISTRICT may request that certain personnel conduct the assessments or provide the services set forth in this Agreement. RSA shall, to the fullest extent possible, attempt to secure the requested person to conduct the assessment and/or provide the services as requested by DISTRICT. If the requested person is unavailable, RSA shall work with DISTRICT in determining a mutually agreeable replacement. If the parties are unable to mutually agree upon another person, then DISTRICT may use another company or agency to provide said assessment(s) or service(s).

GENERAL EDUCATION SERVICES PROVIDED BY THE REDDING SCHOOL OF THE ARTS: **School Nurse (referred hereafter as EMPLOYEE).**

1. Conduct mandated vision and hearing screenings.
2. Track dental screening results.
3. Develop student health care protocols and provide training for general education students.
4. Track and maintain student health records, including immunizations. Maintain communication with parents/guardians regarding student immunizations.
5. Teach health-related subjects, with support of classroom teacher, if requested.

Obligations:

1. **REDDING SCHOOL OF THE ARTS shall:**

- a. Retain qualified personnel to render the services identified herein;
- b. Bill DISTRICT monthly for the cost of services identified herein;
- c. Not change, add to, or reduce the services agreed upon herein without the approval of an appropriate DISTRICT designee;
- d. Provide all standard tests and associated protocols necessary to perform typical school psychological assessments;
- e. Ensure that all employees providing services under this MOU have been cleared for employment through the Department of Justice in compliance with applicable law; and has not been convicted of a serious or violent felony (as defined by Penal Code §§ 667.5 and 1192.7);
- f. Remain the sole and exclusive employer of those performing services under this MOU;
- g. RSA shall have full and sole legal control over and responsibility for payment of all compensation and benefits to its employees, including retirement benefit system contributions (e.g., STRS, as applicable), as well as the full and sole responsibility for ensuring compliance with any and all applicable state and federal income tax withholding, state and federal unemployment and disability insurance withholding and contributions, wage and hour obligations, social security tax withholding and contributions, and other applicable employment law requirements;
- h. RSA is responsible for compliance with workers' compensation coverage obligations, wage and hour obligations, and any other applicable federal or state employment laws. Pursuant to Labor Code section 3602, RSA agrees to retain workers' compensation coverage for all of its employees working under this MOU.

2. **DISTRICT shall:**

- a. Reimburse RSA for services identified herein during the period of this agreement;
- b. Provide RSA personnel with appropriate, designated workspace for the delivery of services within DISTRICT buildings as assigned;
- c. Provide internet data connections in workspaces designated for RSA personnel at the DISTRICT site;
- d. Store confidential files at DISTRICT site;

- e. Ensure appropriate confidentiality by its staff members regarding information related to IEP students;
- f. Schedule all IEP meetings and student study team meetings that RSA personnel needs to attend.
- g. Ensure the attendance of appropriate DISTRICT personnel that are required to attend IEP meetings, including DISTRICT administrator or designee and general education teacher(s);
- h. Implement all general education accommodations, modifications, and services specified in students' IEPs;
- i. Assume sole responsibility for complying with Section 504 of the Rehabilitation Act and provision of related services and accommodation plans;
- j. Atypical protocols or test materials needed for assessing only DISTRICT students will be purchased by DISTRICT and remain the property of DISTRICT. All equipment, materials, and programs used by only DISTRICT students will be purchased by DISTRICT and remain property of DISTRICT.
- k. Provide to RSA written notification of its intent to either renew or not renew this contract for the 2023-2024 school year by March 1, 2024;

3. Mutual agreements

- a. Purpose. This Agreement is being entered into for the purpose of providing required special education ancillary services to DISTRICT students.
- b. Entire Agreement Amendment. This Agreement constitutes the entire understanding between parties and supersedes any prior or concurrent Agreement, oral or written, of RSA and DISTRICT concerning its subject matter. Any modification to this Agreement shall be effective only if in writing and signed by both parties.
- c. Partial Invalidity: Should any term of this Agreement be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and shall stand as if the unenforceable provision did not exist.
- d. Dispute Resolution: In the event that either party disputes the meaning of the terms of this agreement, both parties shall attempt to resolve the dispute in good faith first through a joint meeting of a representative or representative from DISTRICT and RSA. If an agreement cannot be reached, either party may seek remedy through the El Dorado County Charter SELPA using the SELPA Director as mediator, and then in the appropriate court of law if an agreement cannot be reached.
- e. Compliance with Law. RSA and DISTRICT agree they will comply with all federal, state, and local laws applicable to them in the performance of this Agreement.
- f. Due Process and/or Litigation: DISTRICT as the responsible LEA will assume full responsibility for the provision of special education services to its students. DISTRICT has sole responsibility for any expenses that might accrue in response to special education due process proceedings or litigation related to the provision of special education services or failure to provide special education services.
- g. Indemnification: DISTRICT shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless RSA, its officers, directors, employees, attorneys, agents, representatives, volunteers, and successors and assigns (collectively hereinafter "RSA and RSA personnel")

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 against RSA and RSA personnel that may be asserted or claimed by any person, firm, entity arising out of or in connection with the RSA's performance under this agreement or any acts or errors or omissions by RSA, its council, its administrators, employers, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assignees. Notwithstanding anything to the contrary contained in this agreement, no indemnification shall be provided under this agreement from RSA to DISTRICT based on, arising out of, or relating to any of the following:

1. Any liability expressly assumed by DISTRICT in writing expressly referencing this indemnity provision;
 2. Any negligent or intentional misconduct of a DISTRICT officer, director, employee, agent, attorney, representative, volunteer, successor or assignee; or
 3. Any violation by DISTRICT, its officers, directors, employees, agents, attorneys, representatives, volunteers, successors, or assignees of any applicable laws of the United States or any state of the United States, including, without limitation, the California Charter Schools Act.
- h. Headings. The headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- i. Agreement Term. The term of this agreement shall commence when DISTRICT school year starts on July 1, 2023, and terminate on June 30, 2024, provided that the obligations of the Parties under paragraph 3(g) shall survive the expiration of this agreement.

4. Fees

- a. RSA staff services will be provided both on and off DISTRICT site, as RSA and DISTRICT personnel determine appropriate. The estimated cost to perform the Special Education services outlined above is **\$23,110.82** for the fiscal year 2023-2024 (equal to **0.20 FTE** of estimated employee payroll costs and benefits, plus RSA's indirect rate.) Fees include all employer indirect costs. This amount may be increased for any salary adjustments during the year and will be increased accordingly to match personnel costs each year thereafter. RSA shall bill DISTRICT monthly for these services commencing September 1, 2023. Fees include all employer indirect costs.
- b. RSA shall invoice DISTRICT annually for all travel mileage costs involved in commuting round trip between RSA and DISTRICT at the current Internal Revenue Service rate. DISTRICT shall reimburse RSA for mileage costs commencing October 1, 2023.
- c. RSA shall invoice DISTRICT monthly for the cost of services provided through the date of invoice commencing September 1, 2023. DISTRICT agrees to pay all invoices within 30 days of receipt.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

On behalf of REDDING SCHOOL OF THE ARTS:

DocuSigned by:

B435D3687429483...
Lane Carlson
Executive Director

6/16/2023
Date

On behalf of CHRYSALIS CHARTER SCHOOL:

DocuSigned by:

7220980FF7B34D0...
Catherine Thompson
Administrator

6/16/2023
Date

Agreement Between the Redding School of the Arts and

CHRYSALIS CHARTER SCHOOL

Physical Address: 21945 Old 44 Drive, Palo Cedro CA 96073

Mailing Address: PO Box 709, Palo Cedro CA 96073

2023-2024

This agreement is entered into for the 2023-2024 school year between CHRYSALIS CHARTER SCHOOL (referred hereafter as "DISTRICT") and the REDDING SCHOOL OF THE ARTS (referred hereafter as "RSA").

Background Information: Section 56369 of California Education Code provides that a public school district may contract with another public agency to fulfill its obligation to provide special education or related services to individuals with exceptional needs. Thus, RSA agrees to provide the special education ancillary services as described herein on behalf of DISTRICT for the 2023-2024 school year.

SPECIAL EDUCATION SERVICES PROVIDED BY THE REDDING SCHOOL OF THE ARTS: **SCHOOL PSYCHOLOGIST (referred hereafter as "EMPLOYEE")**.

1. Attend Individualized Education Program (IEP) meetings, as appropriate.
2. Provide assessments for the purposes of: (1) determining initial eligibility for special education services, (2) satisfying triennial assessment requirements, and (3) gaining additional information regarding already-eligible students' educational needs.
3. Provide school-related services to special education students whose Individual Education Programs (IEPs) specify educational need for this service.
4. Advise school staff regarding the implementation of special education programs in compliance with state, federal, and local requirements, including:
 - a. Free and Appropriate Public Education (FAPE) determination, documentation, and implementation.
 - b. Academic instructional programs and interventions that could be used in providing resource program IEP services and Response to Intervention Tier 2 and 3 student support services.
5. Attend pre-evaluation meetings to determine which tests will be used for evaluation on eligibility for special education identification.
6. Advise regarding issues related to Section 504 of the Rehabilitation Act, including eligibility and plan development.
7. The parties agree that DISTRICT may request that certain personnel conduct the assessments or provide the services set forth in this Agreement. RSA shall, to the fullest extent possible, attempt to secure the requested person to conduct the assessment and/or provide the services as requested by DISTRICT. If the requested person is unavailable, RSA shall work with DISTRICT in determining a mutually agreeable replacement. If the parties are unable to mutually agree upon another person, then DISTRICT may use another company or agency to provide said assessment(s) or service(s).

Obligations:

1. **REDDING SCHOOL OF THE ARTS shall:**

- a. Retain qualified personnel to render the services identified herein;
- b. Bill DISTRICT monthly for the cost of services identified herein;
- c. Not change, add to, or reduce the services agreed upon herein without the approval of an appropriate DISTRICT designee;
- d. Provide all standard tests and associated protocols necessary to perform typical school psychological assessments;
- e. Ensure that all employees providing services under this MOU have been cleared for employment through the Department of Justice in compliance with applicable law; and has not been convicted of a serious or violent felony (as defined by Penal Code §§ 667.5 and 1192.7);
- f. Remain the sole and exclusive employer of those performing services under this MOU;
- g. RSA shall have full and sole legal control over and responsibility for payment of all compensation and benefits to its employees, including retirement benefit system contributions (e.g., STRS, as applicable), as well as the full and sole responsibility for ensuring compliance with any and all applicable state and federal income tax withholding, state and federal unemployment and disability insurance withholding and contributions, wage and hour obligations, social security tax withholding and contributions, and other applicable employment law requirements;
- h. RSA is responsible for compliance with workers' compensation coverage obligations, wage and hour obligations, and any other applicable federal or state employment laws. Pursuant to Labor Code section 3602, RSA agrees to retain workers' compensation coverage for all of its employees working under this MOU.

2. **DISTRICT shall:**

- a. Reimburse RSA for services identified herein during the period of this agreement;
- b. Provide RSA personnel with appropriate, designated workspace for the delivery of services within DISTRICT buildings as assigned;
- c. Provide internet data connections in workspaces designated for RSA personnel at the DISTRICT site;
- d. Store confidential files at DISTRICT site;
- e. Ensure appropriate confidentiality by its staff members regarding information related to IEP students;
- f. Schedule all IEP meetings and student study team meetings that RSA personnel needs to attend.
- g. Ensure the attendance of appropriate DISTRICT personnel that are required to attend IEP meetings, including DISTRICT administrator or designee and general education teacher(s);
- h. Implement all general education accommodations, modifications, and services specified in students' IEPs;
- i. Assume sole responsibility for complying with Section 504 of the Rehabilitation Act and provision of related services and accommodation plans;

- j. Atypical protocols or test materials needed for assessing only DISTRICT students will be purchased by DISTRICT and remain the property of DISTRICT. All equipment, materials, and programs used by only DISTRICT students will be purchased by DISTRICT and remain property of DISTRICT.
- k. Provide to RSA written notification of its intent to either renew or not renew this contract for the 2024-2025 school year by March 1, 2024;

3. **Mutual agreements**

- a. **Purpose.** This Agreement is being entered into for the purpose of providing required special education ancillary services to DISTRICT students.
- b. **Entire Agreement Amendment.** This Agreement constitutes the entire understanding between parties and supersedes any prior or concurrent Agreement, oral or written, of RSA and DISTRICT concerning its subject matter. Any modification to this Agreement shall be effective only if in writing and signed by both parties.
- c. **Partial Invalidity:** Should any term of this Agreement be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and shall stand as if the unenforceable provision did not exist.
- d. **Dispute Resolution:** In the event that either party disputes the meaning of the terms of this agreement, both parties shall attempt to resolve the dispute in good faith first through a joint meeting of a representative or representative from DISTRICT and RSA. If an agreement can not be reached, either party may seek remedy through the El Dorado County Charter SELPA using the SELPA Director as mediator, and then in the appropriate court of law if an agreement can not be reached.
- e. **Compliance with Law.** RSA and DISTRICT agree they will comply with all federal, state, and local laws applicable to them in the performance of this Agreement.
- f. **Due Process and/or Litigation:** DISTRICT as the responsible LEA will assume full responsibility for the provision of special education services to its students. DISTRICT has sole responsibility for any expenses that might accrue in response to special education due process proceedings or litigation related to the provision of special education services or failure to provide special education services.
- g. **Indemnification:** DISTRICT shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless RSA, its officers, directors, employees, attorneys, agents, representatives, volunteers, and successors and assigns (collectively hereinafter "RSA and RSA personnel") 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 against RSA and RSA personnel that may be asserted or claimed by any person, firm, entity arising out of or in connection with the RSA's performance under this agreement or any acts or errors or omissions by RSA, its council, its administrators, employers, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assignees. Notwithstanding anything to the contrary contained in this agreement, no indemnification shall be provided under this agreement from RSA to DISTRICT based on, arising out of, or relating to any of the following:
 - 1. Any liability expressly assumed by DISTRICT in writing expressly referencing this indemnity provision;

- 2. Any negligent or intentional misconduct of a DISTRICT officer, director, employee, agent, attorney, representative, volunteer, successor or assignee; or
- 3. Any violation by DISTRICT, its officers, directors, employees, agents, attorneys, representatives, volunteers, successors, or assignees of any applicable laws of the United States or any state of the United States, including, without limitation, the California Charter Schools Act.
- h. Headings. The headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- i. Agreement Term. The term of this agreement shall commence when DISTRICT school year starts on July 1, 2023, and terminate on June 30, 2024, provided that the obligations of the Parties under paragraph 3(g) shall survive the expiration of this agreement.

4. Fees

- a. RSA staff services will be provided both on and off DISTRICT site, as RSA and DISTRICT personnel determine appropriate. The estimated cost to perform the Special Education services outlined above is **\$26,204.43** for the fiscal year 2023-2024 (equal to **0.20 FTE** of estimated employee payroll costs and benefits, plus RSA’s indirect rate.) Fees include all employer indirect costs. This amount may be increased for any salary adjustments during the year and will be increased accordingly to match personnel costs each year thereafter. RSA shall bill DISTRICT monthly for these services commencing September 1, 2023. Fees include all employer indirect costs.
- b. RSA shall invoice DISTRICT annually for all travel mileage costs involved in commuting round trip between RSA and DISTRICT at the current Internal Revenue Service rate. DISTRICT shall reimburse RSA for mileage costs commencing October 1, 2023.
- c. RSA shall invoice DISTRICT monthly for the cost of services provided through the date of invoice commencing September 1, 2023. DISTRICT agrees to pay all invoices within 30 days of receipt.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

On behalf of REDDING SCHOOL OF THE ARTS:

DocuSigned by:

 Lane Carlson
 Executive Director

6/16/2023

 Date

On behalf of SHASTA CHARTER ACADEMY

DocuSigned by:

 Catherine Thompson
 Administrator

6/16/2023

 Date

**Agreement Between the Redding School of the Arts and
PHOENIX CHARTER ACADEMY
145 Shasta View Drive, Redding CA 96003**

2023-2024

This agreement is entered into for the 2023-2024 school year between PHOENIX CHARTER ACADEMY (referred hereafter as DISTRICT) and the REDDING SCHOOL OF THE ARTS (referred hereafter as RSA).

Background Information: Section 56369 of California Education Code provides that a public school district may contract with another public agency to fulfill its obligation to provide special education or related services to individuals with exceptional needs. Thus, RSA agrees to provide the special education ancillary services as described herein on behalf of DISTRICT for the 2023-2024 school year.

SPECIAL EDUCATION SERVICES PROVIDED BY THE REDDING SCHOOL OF THE ARTS: **School Nurse (referred hereafter as EMPLOYEE).**

1. Attend Individualized Education Program (IEP) meetings, as appropriate.
2. Provide assessments for the purposes of: (1) determining initial eligibility for special education services, (2) satisfying triennial assessment requirements, and (3) gaining additional information regarding already-eligible students' educational needs.
3. Provide school-related services to special education students whose Individual Education Programs (IEPs) specify educational need for this service.
4. Advise school staff regarding the implementation of special education programs in compliance with state, federal, and local requirements, including:
 - a. Free and Appropriate Public Education (FAPE) determination, documentation, and implementation.
 - b. Academic instructional programs and interventions that could be used in providing resource program IEP services and Response to Intervention Tier 2 and 3 student support services.
5. Attend pre-evaluation meetings to determine which tests will be used for evaluation on eligibility for special education identification.
6. Advise regarding issues related to Section 504 of the Rehabilitation Act, including eligibility and plan development.
7. The parties agree that DISTRICT may request that certain personnel conduct the assessments or provide the services set forth in this Agreement. RSA shall, to the fullest extent possible, attempt to secure the requested person to conduct the assessment and/or provide the services as requested by DISTRICT. If the requested person is unavailable, RSA shall work with DISTRICT in determining a mutually agreeable replacement. If the parties are unable to mutually agree upon another person, then DISTRICT may use another company or agency to provide said assessment(s) or service(s).

GENERAL EDUCATION SERVICES PROVIDED BY THE REDDING SCHOOL OF THE ARTS: **School Nurse (referred hereafter as EMPLOYEE).**

1. Conduct mandated vision and hearing screenings.
2. Track dental screening results.
3. Develop student health care protocols and provide training for general education students.
4. Track and maintain student health records, including immunizations. Maintain communication with parents/guardians regarding student immunizations.
5. Teach health-related subjects, with support of classroom teacher, if requested.

Obligations:

1. **REDDING SCHOOL OF THE ARTS shall:**

- a. Retain qualified personnel to render the services identified herein;
- b. Bill DISTRICT monthly for the cost of services identified herein;
- c. Not change, add to, or reduce the services agreed upon herein without the approval of an appropriate DISTRICT designee;
- d. Provide all standard tests and associated protocols necessary to perform typical school psychological assessments;
- e. Ensure that all employees providing services under this MOU have been cleared for employment through the Department of Justice in compliance with applicable law; and has not been convicted of a serious or violent felony (as defined by Penal Code §§ 667.5 and 1192.7);
- f. Remain the sole and exclusive employer of those performing services under this MOU;
- g. RSA shall have full and sole legal control over and responsibility for payment of all compensation and benefits to its employees, including retirement benefit system contributions (e.g., STRS, as applicable), as well as the full and sole responsibility for ensuring compliance with any and all applicable state and federal income tax withholding, state and federal unemployment and disability insurance withholding and contributions, wage and hour obligations, social security tax withholding and contributions, and other applicable employment law requirements;
- h. RSA is responsible for compliance with workers' compensation coverage obligations, wage and hour obligations, and any other applicable federal or state employment laws. Pursuant to Labor Code section 3602, RSA agrees to retain workers' compensation coverage for all of its employees working under this MOU.

2. **DISTRICT shall:**

- a. Reimburse RSA for services identified herein during the period of this agreement;
- b. Provide RSA personnel with appropriate, designated workspace for the delivery of services within DISTRICT buildings as assigned;
- c. Provide internet data connections in workspaces designated for RSA personnel at the DISTRICT site;

- d. Store confidential files at DISTRICT site;
- e. Ensure appropriate confidentiality by its staff members regarding information related to IEP students;
- f. Schedule all IEP meetings and student study team meetings that RSA personnel needs to attend.
- g. Ensure the attendance of appropriate DISTRICT personnel that are required to attend IEP meetings, including DISTRICT administrator or designee and general education teacher(s);
- h. Implement all general education accommodations, modifications, and services specified in students' IEPs;
- i. Assume sole responsibility for complying with Section 504 of the Rehabilitation Act and provision of related services and accommodation plans;
- j. Atypical protocols or test materials needed for assessing only DISTRICT students will be purchased by DISTRICT and remain the property of DISTRICT. All equipment, materials, and programs used by only DISTRICT students will be purchased by DISTRICT and remain property of DISTRICT.
- k. Provide to RSA written notification of its intent to either renew or not renew this contract for the 2024-2025 school year by March 1, 2024;

3. **Mutual agreements**

- a. **Purpose.** This Agreement is being entered into for the purpose of providing required special education ancillary services to DISTRICT students.
- b. **Entire Agreement Amendment.** This Agreement constitutes the entire understanding between parties and supersedes any prior or concurrent Agreement, oral or written, of RSA and DISTRICT concerning its subject matter. Any modification to this Agreement shall be effective only if in writing and signed by both parties.
- c. **Partial Invalidity:** Should any term of this Agreement be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and shall stand as if the unenforceable provision did not exist.
- d. **Dispute Resolution:** In the event that either party disputes the meaning of the terms of this agreement, both parties shall attempt to resolve the dispute in good faith first through a joint meeting of a representative or representative from DISTRICT and RSA. If an agreement cannot be reached, either party may seek remedy through the El Dorado County Charter SELPA using the SELPA Director as mediator, and then in the appropriate court of law if an agreement cannot be reached.
- e. **Compliance with Law.** RSA and DISTRICT agree they will comply with all federal, state, and local laws applicable to them in the performance of this Agreement.
- f. **Due Process and/or Litigation:** DISTRICT as the responsible LEA will assume full responsibility for the provision of special education services to its students. DISTRICT has sole responsibility for any expenses that might accrue in response to special education due process proceedings or litigation related to the provision of special education services or failure to provide special education services.
- g. **Indemnification:** DISTRICT shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless RSA, its officers, directors, employees, attorneys, agents, representatives, volunteers, and successors and assigns (collectively hereinafter "RSA and RSA personnel")

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 against RSA and RSA personnel that may be asserted or claimed by any person, firm, entity arising out of or in connection with the RSA's performance under this agreement or any acts or errors or omissions by RSA, its council, its administrators, employers, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assignees. Notwithstanding anything to the contrary contained in this agreement, no indemnification shall be provided under this agreement from RSA to DISTRICT based on, arising out of, or relating to any of the following:

1. Any liability expressly assumed by DISTRICT in writing expressly referencing this indemnity provision;
 2. Any negligent or intentional misconduct of a DISTRICT officer, director, employee, agent, attorney, representative, volunteer, successor or assignee; or
 3. Any violation by DISTRICT, its officers, directors, employees, agents, attorneys, representatives, volunteers, successors, or assignees of any applicable laws of the United States or any state of the United States, including, without limitation, the California Charter Schools Act.
- h. Headings. The headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- i. Agreement Term. The term of this agreement shall commence when DISTRICT school year starts on July 1, 2023, and terminate on June 30, 2024, provided that the obligations of the Parties under paragraph 3(g) shall survive the expiration of this agreement.
4. Fees
- a. RSA staff services will be provided both on and off DISTRICT site, as RSA and DISTRICT personnel determine appropriate. The estimated cost to perform the Special Education services outlined above is **\$11,555.41** for the fiscal year 2023-2024 (equal to **.10 FTE** of estimated employee payroll costs and benefits, plus RSA's indirect rate.) Fees include all RSA indirect costs. This amount may be increased for any salary adjustments during the year and will be increased accordingly to match personnel costs each year thereafter. RSA shall bill DISTRICT monthly for these services commencing September 1, 2023. Fees include all employer indirect costs.
 - b. RSA shall invoice DISTRICT annually for all travel mileage costs involved in commuting round trip between RSA and DISTRICT at the current Internal Revenue Service rate. DISTRICT shall reimburse RSA for mileage costs commencing October 1, 2023.
 - c. RSA shall invoice DISTRICT monthly for the cost of services provided through the date of invoice commencing September 1, 2023. DISTRICT agrees to pay all invoices within 30 days of receipt.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

On behalf of REDDING SCHOOL OF THE ARTS:

DocuSigned by:

B435D3687429483...
Lane Carlson
Executive Director

6/16/2023
Date

On behalf of REDDING STEM ACADEMY:

DocuSigned by:

7B03538E75F9432...
Patricia Dougherty
Executive Director

6/27/2023
Date

Agreement Between the Redding School of the Arts and the Mountain Valley Special Education JPA 2023/2024

This agreement ("Agreement") is entered into for the 2023/2024 school year between Redding School of the Arts (referred hereafter as DISTRICT) and the Mountain Valley Special Education JPA (referred hereafter as MVJPA).

Background Information: Section 56369 of California Education Code provides that a public school district may contract with another public agency to fulfill its obligation to provide special education or related services to individuals with exceptional needs. Thus, MVJPA agrees to provide the special education ancillary services as described herein on behalf of DISTRICT for the 2023/2024 school year.

SPECIAL EDUCATION SERVICES PROVIDED BY THE MVJPA: Occupational Therapist ("Employee")

1. Attend Individualized Education Program (IEP) team meetings, as appropriate.
2. Provide assessments for the purposes of:
 - a. determining initial eligibility for special education and related services,
 - b. satisfying triennial assessment requirements, and
 - c. gaining additional information regarding already-eligible students' educational needs.
3. Provide school-related services to special education students whose Individual Education Programs specify educational need for this service.
4. Advise school staff regarding the implementation of special education programs in compliance with state, federal, and local requirements, including:
 - a. Free and Appropriate Public Education (FAPE) determination, documentation, and implementation for the related service
 - b. Academic instructional programs and interventions that could be used in providing resource program IEP services and Response to Intervention Tier 2 and 3 student support services for the related service
5. Attend pre-evaluation meetings to determine which tests will be used for evaluation on eligibility for special education identification for related service.
6. The parties agree that DISTRICT may request that certain personnel conduct the assessments or provide the services set forth in this Agreement. MVJPA shall, to the fullest extent possible, attempt to secure the requested person to conduct the assessment and/or provide the services as requested by DISTRICT. If the requested person is unavailable, MVJPA shall work with DISTRICT to determine a mutually agreeable replacement. If the parties are unable to mutually agree upon another person, then DISTRICT may use another company or agency to provide said assessment(s) or service(s).

Obligations:

1. The MVJPA shall:

- a. Hire, supervise, train, and evaluate qualified and competent personnel to render the services identified herein;
- b. Provide services on a designated day each week, except where that day falls on a holiday/non-school day.
- c. Bill DISTRICT monthly for the cost of services identified herein;
- d. Not change, add to, or reduce the services agreed upon herein without the approval of an appropriate DISTRICT designee;
- e. Provide all standard tests and associated protocols necessary to perform appropriate school academic assessments;
- f. Ensure that all employees or agents providing services or otherwise having any contact with DISTRICT students under this Agreement have been cleared for employment through the Department of Justice in compliance with applicable law; have not been convicted of a serious or violent felony (as defined by Penal Code 667.5 and 1192.7); and have passed a tuberculosis risk assessment and/or examination in accordance with Education Code section 49406.
- g. Remain the sole and exclusive employer of those performing services under this Agreement; h. MVJPA shall have full and sole legal control over and responsibility for payment of all compensation and benefits to its employees, including retirement benefit system contributions (e.g., STRS, as applicable), as well as the full and sole responsibility for ensuring compliance with any and all applicable state and federal income tax withholding, state and federal unemployment and disability insurance withholding and contributions, wage and hour obligations, social security tax withholding and contributions, and other applicable employment law requirements;
- h. MVJPA is responsible for compliance with workers' compensation coverage obligations, wage and hour obligations, and any other applicable federal or state employment laws. Pursuant to Labor Code section 3602, MVJPA agrees to retain workers' compensation coverage for all of its employees working under this agreement.
- i. MVJPA is responsible for providing human resource services, other employment-related services, and maintaining employee files for the personnel that are the subject of this Agreement, including timesheets and payroll.
- j. With respect to this Agreement, MVJPA will maintain insurance as described below:
 1. Throughout the term of this Agreement, MVJPA at its own cost shall maintain in full force and effect, Workers' Compensation Insurance with Statutory limits for the State of California and Employer's Liability Insurance for any and all persons employed directly or indirectly. The Employer's Liability Insurance must be provided with limits of not less than one million dollars (\$1,000,000.00) per accident.

2. Throughout the ten-n of this Agreement, MVJPA at its own cost shall maintain in full force and effect Comprehensive General Liability Insurance or Commercial General Liability Insurance covering bodily injury, personal injury, and property damage, with limits in an amount not less than one million dollars (\$1,000,000.00) per occurrence, professional liability coverage with limits in an amount not less than one million dollars (\$1,000,000.00) per occurrence, automobile liability insurance with limits in an amount not less than one million dollars (\$1,000,000.00) per occurrence, and improper sexual conduct coverage with limits in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
3. MVJPA shall provide DISTRICT with a Certificate of Insurance and an endorsement naming DISTRICT, its officers, employees, and agents as an additional insured with regard to MVJPA 's activities can-ied out under the terms of this Agreement. The Certificate of Liability Insurance shall be submitted to DISTRICT by July 1 of each year. The policy shall not be cancelled, or coverage reduced without thirty (30) days prior written notice of such to DISTRICT. The policy shall be endorsed as primary, and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

2. DISTRICT shall:

- a. Reimburse MVJPA for services identified herein during the period of this agreement;
- b. Provide MVJPA personnel with appropriate, designated workspace for the delivery of services within DISTRICT buildings as assigned;
- c. Provide internet data connections in workspaces designated for MVJPA personnel at the DISTRICT site;
- d. Give access to students' cumulative records, including access to SEIS records;
- e. Store confidential files at DISTRICT site;
- f. Ensure appropriate confidentiality by DISTRICT staff members regarding information related to students with an IEP;
- g. Schedule all IEP team meetings and student study team meetings that MVJPA personnel need to attend.
- h. Ensure the attendance of the DISTRICT personnel that are required to attend IEP team meetings, including DISTRICT administrator or designee and general education teacher(s), special education teacher (if applicable) and parent(s)/guardian(s);
- i. Implement all general education accommodations, modifications, and services specified in students' IEPs;
- j. Assume sole responsibility for complying with Section 504 of the Rehabilitation Act and provision of related services and accommodation plans;
- k. Atypical protocols or test materials needed only for assessing DISTRICT students will be purchased by DISTRICT and remain the property of DISTRICT. All equipment,

materials, and programs used only by DISTRICT students will be purchased by DISTRICT and remain property of DISTRICT.

- l. Provide to MVJPA written notification of District's intent to either renew or not renew this contract for the 2024/2025 school year by March 1, 2024;
- m. Request MVJPA to consider potential disciplinary action against or reassignment of MVJPA employees performing services under this Agreement, to the extent DISTRICT is concerned about the employee's performance under this Agreement.
- n. Upon request, review employee's timesheets for work done for the DISTRICT to confirm the accuracy thereof.

3. Mutual agreements

- a. Purpose: This Agreement is being entered into for the purpose of providing required special education ancillary services to DISTRICT students.
- b. Entire Agreement Amendment: This Agreement constitutes the entire understanding between parties and supersedes any prior or concurrent Agreement, oral or written, of MVJPA and DISTRICT concerning its subject matter. Any modification to this Agreement shall be effective only if in writing and signed by both parties.
- c. Partial Invalidity: Should any term of this Agreement be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and shall stand as if the unenforceable provision did not exist.
- d. Dispute Resolution: In the event that either party disputes the meaning of the terms of this Agreement and/or whether it has been breached, both parties shall attempt to resolve the dispute in good faith, first through a joint meeting of a representative or representatives from DISTRICT and MVJPA. If an agreement cannot be reached, either party may seek remedy through the SELPA using the SELPA Director as mediator, and then in the appropriate court of law if an agreement cannot be reached.
- e. Compliance with Law: MVJPA and DISTRICT agree they will comply with all federal, state, and local law applicable to them in the performance of this Agreement.
- f. Due Process and/or Litigation: DISTRICT, as the district of special education accountability, will assume full responsibility for the provision of special education services to DISTRICT students. DISTRICT has sole responsibility for any expenses that might accrue as a result of special education due process proceedings or litigation related to the provision of special education and related services or failure to provide special education and related services.
- g. Indemnification: Each party shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the other party, its officers, directors, employees, attorneys, agents, representatives, volunteers, and successors and assigns 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 against the other party that may be asserted or claimed by any person, firm, entity arising out of or in connection with the

indemnifying party's performance under this agreement or any acts or errors or omissions by indemnifying party, its governing body, its administrators, employers, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assignees. Notwithstanding anything to the contrary contained in this Agreement, no indemnification shall be provided under this Agreement from the indemnifying party to the other party based on, arising out of, or relating to any of the following:

1. Any liability expressly assumed by the other party in writing expressly referencing this indemnity provision;
2. Any negligent or intentional misconduct of the other party's officer, director, employee, agent, attorney, representative, volunteer, successor or assignee; or
3. Any violation by the other party, its officers, directors, employees, agents, attorneys, representatives, volunteers, successors, or assignees of any applicable laws of the United States or any state of the United States, including, without limitation, the California Charter Schools Act.

Acceptance of insurance, if required by this Agreement, does not relieve a party from liability under this provision. This provision shall apply to all claims for damages related to the actions or conduct of a party pursuant to the terms and conditions of this Agreement, regardless of the applicability of any insurance. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by a party hereunder.

- h. Headings: The headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- i. Agreement Term: The term of this agreement shall commence when DISTRICT school year starts on July 1, 2023, or when this Agreement is ratified by both parties, whichever is later and terminate on June 30, 2024, provided that the obligations of the Parties under paragraph 3(g) shall survive the expiration of this Agreement. If either party desires to cancel this Agreement, the cancelling party shall give the other party ninety (90) days written notice of that party's intent to terminate this Agreement. This Agreement shall terminate ninety (90) days after such notice is given unless the parties mutually agree otherwise. Prior to termination of this Agreement, the parties will meet to discuss areas of disagreement in an effort to avoid the termination of this Agreement.
- j. Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) five business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

DISTRICT:
Redding School of the Arts
955 Inspiration Pl,
Redding, CA 96003
Attn: Shelly Tan

MVJPA:
Mountain Valley Special Education JPA
10140 Old Oregon Trail
Redding, CA 96003
Attn: Ray Witte, Director

- k. Additional Terms: Each party shall notify the other party immediately and no later than within 24 hours should it receive a complaint concerning the other party, its staff, and/or students. The parties agree to work together as necessary to resolve any complaints. It is expressly agreed that neither party shall have authority to make any contract or binding promise of any nature on behalf of the other party, whether oral or written, without the express written consent of both parties. Both parties agree to take their best efforts to ensure that students' records will not in any way be shared or available to unauthorized persons, in compliance with California Education Code's Pupil Records Act and the Federal Educational Records Privacy Act ("FERPA").

4. Fees

- a. The cost of OT services will be billed at \$105.00/hour
- b. A 9.63% indirect cost will be added to all services invoiced
- c. A one-time annual enrollment fee of \$500 per student served.
- d. Monthly billing for these services will commence August 1, 2023.
- e. Fees shown above include all employer indirect costs.
- f. MVJPA shall invoice DISTRICT monthly for the cost of services provided through the date of invoice. DISTRICT agrees to pay all invoices within 30 days of receipt.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written. Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement, including Board approval, where required. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

On Behalf of the Redding School of the Arts:



Lane Carlson, Executive Director

6/20/23

Date

On Behalf of Mountain Valley Special Education JPA:



Ray Witte, Director

June 16, 2023

Date

**Agreement Between the Redding School of the Arts and
REDDING STEM ACADEMY
3711 Oasis Road, Redding CA 96003**

2023-2024

This agreement is entered into for the 2023-2024 school year between REDDING STEM ACADEMY (referred hereafter as DISTRICT) and the REDDING SCHOOL OF THE ARTS (referred hereafter as RSA).

Background Information: Section 56369 of California Education Code provides that a public school district may contract with another public agency to fulfill its obligation to provide special education or related services to individuals with exceptional needs. Thus, RSA agrees to provide the special education ancillary services as described herein on behalf of DISTRICT for the 2023-2024 school year.

SPECIAL EDUCATION SERVICES PROVIDED BY THE REDDING SCHOOL OF THE ARTS: **School Nurse (referred hereafter as EMPLOYEE).**

1. Attend Individualized Education Program (IEP) meetings, as appropriate.
2. Provide assessments for the purposes of: (1) determining initial eligibility for special education services, (2) satisfying triennial assessment requirements, and (3) gaining additional information regarding already-eligible students' educational needs.
3. Provide school-related services to special education students whose Individual Education Programs (IEPs) specify educational need for this service.
4. Advise school staff regarding the implementation of special education programs in compliance with state, federal, and local requirements, including:
 - a. Free and Appropriate Public Education (FAPE) determination, documentation, and implementation.
 - b. Academic instructional programs and interventions that could be used in providing resource program IEP services and Response to Intervention Tier 2 and 3 student support services.
5. Attend pre-evaluation meetings to determine which tests will be used for evaluation on eligibility for special education identification.
6. Advise regarding issues related to Section 504 of the Rehabilitation Act, including eligibility and plan development.
7. The parties agree that DISTRICT may request that certain personnel conduct the assessments or provide the services set forth in this Agreement. RSA shall, to the fullest extent possible, attempt to secure the requested person to conduct the assessment and/or provide the services as requested by DISTRICT. If the requested person is unavailable, RSA shall work with DISTRICT in determining a mutually agreeable replacement. If the parties are unable to mutually agree upon another person, then DISTRICT may use another company or agency to provide said assessment(s) or service(s).

GENERAL EDUCATION SERVICES PROVIDED BY THE REDDING SCHOOL OF THE ARTS: **School Nurse (referred hereafter as EMPLOYEE).**

1. Conduct mandated vision and hearing screenings.
2. Track dental screening results.
3. Develop student health care protocols and provide training for general education students.
4. Track and maintain student health records, including immunizations. Maintain communication with parents/guardians regarding student immunizations.
5. Teach health-related subjects, with support of classroom teacher, if requested.

Obligations:

1. **REDDING SCHOOL OF THE ARTS shall:**

- a. Retain qualified personnel to render the services identified herein;
- b. Bill DISTRICT monthly for the cost of services identified herein;
- c. Not change, add to, or reduce the services agreed upon herein without the approval of an appropriate DISTRICT designee;
- d. Provide all standard tests and associated protocols necessary to perform typical school psychological assessments;
- e. Ensure that all employees providing services under this MOU have been cleared for employment through the Department of Justice in compliance with applicable law; and has not been convicted of a serious or violent felony (as defined by Penal Code §§ 667.5 and 1192.7);
- f. Remain the sole and exclusive employer of those performing services under this MOU;
- g. RSA shall have full and sole legal control over and responsibility for payment of all compensation and benefits to its employees, including retirement benefit system contributions (e.g., STRS, as applicable), as well as the full and sole responsibility for ensuring compliance with any and all applicable state and federal income tax withholding, state and federal unemployment and disability insurance withholding and contributions, wage and hour obligations, social security tax withholding and contributions, and other applicable employment law requirements;
- h. RSA is responsible for compliance with workers' compensation coverage obligations, wage and hour obligations, and any other applicable federal or state employment laws. Pursuant to Labor Code section 3602, RSA agrees to retain workers' compensation coverage for all of its employees working under this MOU.

2. **DISTRICT shall:**

- a. Reimburse RSA for services identified herein during the period of this agreement;
- b. Provide RSA personnel with appropriate, designated workspace for the delivery of services within DISTRICT buildings as assigned;
- c. Provide internet data connections in workspaces designated for RSA personnel at the DISTRICT site;

- d. Store confidential files at DISTRICT site;
- e. Ensure appropriate confidentiality by its staff members regarding information related to IEP students;
- f. Schedule all IEP meetings and student study team meetings that RSA personnel needs to attend.
- g. Ensure the attendance of appropriate DISTRICT personnel that are required to attend IEP meetings, including DISTRICT administrator or designee and general education teacher(s);
- h. Implement all general education accommodations, modifications, and services specified in students' IEPs;
- i. Assume sole responsibility for complying with Section 504 of the Rehabilitation Act and provision of related services and accommodation plans;
- j. Atypical protocols or test materials needed for assessing only DISTRICT students will be purchased by DISTRICT and remain the property of DISTRICT. All equipment, materials, and programs used by only DISTRICT students will be purchased by DISTRICT and remain property of DISTRICT.
- k. Provide to RSA written notification of its intent to either renew or not renew this contract for the 2024-2025 school year by March 1, 2024;

3. **Mutual agreements**

- a. **Purpose.** This Agreement is being entered into for the purpose of providing required special education ancillary services to DISTRICT students.
- b. **Entire Agreement Amendment.** This Agreement constitutes the entire understanding between parties and supersedes any prior or concurrent Agreement, oral or written, of RSA and DISTRICT concerning its subject matter. Any modification to this Agreement shall be effective only if in writing and signed by both parties.
- c. **Partial Invalidity:** Should any term of this Agreement be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and shall stand as if the unenforceable provision did not exist.
- d. **Dispute Resolution:** In the event that either party disputes the meaning of the terms of this agreement, both parties shall attempt to resolve the dispute in good faith first through a joint meeting of a representative or representative from DISTRICT and RSA. If an agreement cannot be reached, either party may seek remedy through the El Dorado County Charter SELPA using the SELPA Director as mediator, and then in the appropriate court of law if an agreement cannot be reached.
- e. **Compliance with Law.** RSA and DISTRICT agree they will comply with all federal, state, and local laws applicable to them in the performance of this Agreement.
- f. **Due Process and/or Litigation:** DISTRICT as the responsible LEA will assume full responsibility for the provision of special education services to its students. DISTRICT has sole responsibility for any expenses that might accrue in response to special education due process proceedings or litigation related to the provision of special education services or failure to provide special education services.
- g. **Indemnification:** DISTRICT shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless RSA, its officers, directors, employees, attorneys, agents, representatives, volunteers, and successors and assigns (collectively hereinafter "RSA and RSA personnel")

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 against RSA and RSA personnel that may be asserted or claimed by any person, firm, entity arising out of or in connection with the RSA's performance under this agreement or any acts or errors or omissions by RSA, its council, its administrators, employers, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assignees. Notwithstanding anything to the contrary contained in this agreement, no indemnification shall be provided under this agreement from RSA to DISTRICT based on, arising out of, or relating to any of the following:

1. Any liability expressly assumed by DISTRICT in writing expressly referencing this indemnity provision;
 2. Any negligent or intentional misconduct of a DISTRICT officer, director, employee, agent, attorney, representative, volunteer, successor or assignee; or
 3. Any violation by DISTRICT, its officers, directors, employees, agents, attorneys, representatives, volunteers, successors, or assignees of any applicable laws of the United States or any state of the United States, including, without limitation, the California Charter Schools Act.
- h. Headings. The headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- i. Agreement Term. The term of this agreement shall commence when DISTRICT school year starts on July 1, 2023, and terminate on June 30, 2024, provided that the obligations of the Parties under paragraph 3(g) shall survive the expiration of this agreement.
4. Fees
- a. RSA staff services will be provided both on and off DISTRICT site, as RSA and DISTRICT personnel determine appropriate. The estimated cost to perform the Special Education services outlined above is **\$23,110.82** for the fiscal year 2023-2024 (equal to **.20 FTE** of estimated employee payroll costs and benefits, plus RSA's indirect rate.) Fees include all RSA indirect costs. This amount may be increased for any salary adjustments during the year and will be increased accordingly to match personnel costs each year thereafter. RSA shall bill DISTRICT monthly for these services commencing September 1, 2023. Fees include all employer indirect costs.
 - b. RSA shall invoice DISTRICT annually for all travel mileage costs involved in commuting round trip between RSA and DISTRICT at the current Internal Revenue Service rate. DISTRICT shall reimburse RSA for mileage costs commencing October 1, 2023.
 - c. RSA shall invoice DISTRICT monthly for the cost of services provided through the date of invoice commencing September 1, 2023. DISTRICT agrees to pay all invoices within 30 days of receipt.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

On behalf of REDDING SCHOOL OF THE ARTS:

DocuSigned by:

B435D3687429483...
Lane Carlson
Executive Director

6/16/2023
Date

On behalf of REDDING STEM ACADEMY:

DocuSigned by:

96BE5FD50F63478...
Sara Fernandez
Principal / Director

6/16/2023
Date

**Agreement Between the Redding School of the Arts and
SHASTA CHARTER ACADEMY
307 Park Marina Circle, Redding CA 96001**

2023-2024

This agreement is entered into for the 2023-2024 school year between SHASTA CHARTER ACADEMY (referred hereafter as DISTRICT) and the REDDING SCHOOL OF THE ARTS (referred hereafter as RSA).

Background Information: Section 56369 of California Education Code provides that a public school district may contract with another public agency to fulfill its obligation to provide special education or related services to individuals with exceptional needs. Thus, RSA agrees to provide the special education ancillary services as described herein on behalf of DISTRICT for the 2023-2024 school year.

SPECIAL EDUCATION SERVICES PROVIDED BY THE REDDING SCHOOL OF THE ARTS: Speech-Language Pathologist (referred hereafter as "EMPLOYEE").

1. Attend Individualized Education Program (IEP) meetings, as appropriate.
2. Provide assessments for the purposes of: (1) determining initial eligibility for special education services, (2) satisfying triennial assessment requirements, and (3) gaining additional information regarding already-eligible students' educational needs.
3. Provide school-related services to special education students whose Individual Education Programs (IEPs) specify educational need for this service.
4. Advise school staff regarding the implementation of special education programs in compliance with state, federal, and local requirements, including:
 - a. Free and Appropriate Public Education (FAPE) determination, documentation, and implementation.
 - b. Academic instructional programs and interventions that could be used in providing resource program IEP services and Response to Intervention Tier 2 and 3 student support services.
5. Attend pre-evaluation meetings to determine which tests will be used for evaluation on eligibility for special education identification.
6. Advise regarding issues related to Section 504 of the Rehabilitation Act, including eligibility and plan development.
7. The parties agree that DISTRICT may request that certain personnel conduct the assessments or provide the services set forth in this Agreement. RSA shall, to the fullest extent possible, attempt to secure the requested person to conduct the assessment and/or provide the services as requested by DISTRICT. If the requested person is unavailable, RSA shall work with DISTRICT in determining a mutually agreeable replacement. If the parties are unable to mutually agree upon another person, then DISTRICT may use another company or agency to provide said assessment(s) or service(s).

Obligations:

1. **REDDING SCHOOL OF THE ARTS shall:**

- a. Retain qualified personnel to render the services identified herein;
- b. Bill DISTRICT monthly for the cost of services identified herein;
- c. Not change, add to, or reduce the services agreed upon herein without the approval of an appropriate DISTRICT designee;
- d. Provide all standard tests and associated protocols necessary to perform typical school psychological assessments;
- e. Ensure that all employees providing services under this MOU have been cleared for employment through the Department of Justice in compliance with applicable law; and has not been convicted of a serious or violent felony (as defined by Penal Code §§ 667.5 and 1192.7);
- f. Remain the sole and exclusive employer of those performing services under this MOU;
- g. RSA shall have full and sole legal control over and responsibility for payment of all compensation and benefits to its employees, including retirement benefit system contributions (e.g., STRS, as applicable), as well as the full and sole responsibility for ensuring compliance with any and all applicable state and federal income tax withholding, state and federal unemployment and disability insurance withholding and contributions, wage and hour obligations, social security tax withholding and contributions, and other applicable employment law requirements;
- h. RSA is responsible for compliance with workers' compensation coverage obligations, wage and hour obligations, and any other applicable federal or state employment laws. Pursuant to Labor Code section 3602, RSA agrees to retain workers' compensation coverage for all of its employees working under this MOU.

2. **DISTRICT shall:**

- a. Reimburse RSA for services identified herein during the period of this agreement;
- b. Provide RSA personnel with appropriate, designated workspace for the delivery of services within DISTRICT buildings as assigned;
- c. Provide internet data connections in workspaces designated for RSA personnel at the DISTRICT site;
- d. Store confidential files at DISTRICT site;
- e. Ensure appropriate confidentiality by its staff members regarding information related to IEP students;
- f. Schedule all IEP meetings and student study team meetings that RSA personnel needs to attend.
- g. Ensure the attendance of appropriate DISTRICT personnel that are required to attend IEP meetings, including DISTRICT administrator or designee and general education teacher(s);
- h. Implement all general education accommodations, modifications, and services specified in students' IEPs;
- i. Assume sole responsibility for complying with Section 504 of the Rehabilitation Act and provision of related services and accommodation plans;

- j. Atypical protocols or test materials needed for assessing only DISTRICT students will be purchased by DISTRICT and remain the property of DISTRICT. All equipment, materials, and programs used by only DISTRICT students will be purchased by DISTRICT and remain property of DISTRICT.
- k. Provide to RSA written notification of its intent to either renew or not renew this contract for the 2024-2025 school year by March 1, 2024;

3. **Mutual agreements**

- a. **Purpose.** This Agreement is being entered into for the purpose of providing required special education ancillary services to DISTRICT students.
- b. **Entire Agreement Amendment.** This Agreement constitutes the entire understanding between parties and supersedes any prior or concurrent Agreement, oral or written, of RSA and DISTRICT concerning its subject matter. Any modification to this Agreement shall be effective only if in writing and signed by both parties.
- c. **Partial Invalidity:** Should any term of this Agreement be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and shall stand as if the unenforceable provision did not exist.
- d. **Dispute Resolution:** In the event that either party disputes the meaning of the terms of this agreement, both parties shall attempt to resolve the dispute in good faith first through a joint meeting of a representative or representative from DISTRICT and RSA. If an agreement can not be reached, either party may seek remedy through the El Dorado County Charter SELPA using the SELPA Director as mediator, and then in the appropriate court of law if an agreement can not be reached.
- e. **Compliance with Law.** RSA and DISTRICT agree they will comply with all federal, state, and local laws applicable to them in the performance of this Agreement.
- f. **Due Process and/or Litigation:** DISTRICT as the responsible LEA will assume full responsibility for the provision of special education services to its students. DISTRICT has sole responsibility for any expenses that might accrue in response to special education due process proceedings or litigation related to the provision of special education services or failure to provide special education services.
- g. **Indemnification:** DISTRICT shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless RSA, its officers, directors, employees, attorneys, agents, representatives, volunteers, and successors and assigns (collectively hereinafter "RSA and RSA personnel") 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 against RSA and RSA personnel that may be asserted or claimed by any person, firm, entity arising out of or in connection with the RSA's performance under this agreement or any acts or errors or omissions by RSA, its council, its administrators, employers, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assignees. Notwithstanding anything to the contrary contained in this agreement, no indemnification shall be provided under this agreement from RSA to DISTRICT based on, arising out of, or relating to any of the following:
 - 1. Any liability expressly assumed by DISTRICT in writing expressly referencing this indemnity provision;

2. Any negligent or intentional misconduct of a DISTRICT officer, director, employee, agent, attorney, representative, volunteer, successor or assignee; or
 3. Any violation by DISTRICT, its officers, directors, employees, agents, attorneys, representatives, volunteers, successors, or assignees of any applicable laws of the United States or any state of the United States, including, without limitation, the California Charter Schools Act.
- h. Headings. The headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
 - i. Agreement Term. The term of this agreement shall commence when DISTRICT school year starts on July 1, 2023, and terminate on June 30, 2024, provided that the obligations of the Parties under paragraph 3(g) shall survive the expiration of this agreement.
4. Fees
- a. RSA staff services will be provided both on and off DISTRICT site, as RSA and DISTRICT personnel determine appropriate. Special Education services outlined above will total **\$28,949.40** (equal to **.20 FTE** of employee payroll costs and benefits, plus RSA's indirect rate) for the fiscal year 2023-2024. This amount may be increased for any salary adjustments during the year and will be increased accordingly to match personnel costs each year thereafter. RSA shall bill DISTRICT monthly for these services commencing September 1, 2023. Fees include all employer indirect costs.
 - b. RSA shall invoice DISTRICT annually for all travel mileage costs involved in commuting round trip between RSA and DISTRICT at the current Internal Revenue Service rate. DISTRICT shall reimburse RSA for mileage costs commencing October 1, 2023.
 - c. RSA shall invoice DISTRICT monthly for the cost of services provided through the date of invoice. DISTRICT agrees to pay all invoices within 30 days of receipt.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

On behalf of REDDING SCHOOL OF THE ARTS:

DocuSigned by:
Lane Carlson
Lane Carlson
Executive Director

6/16/2023
Date

On behalf of SHASTA CHARTER ACADEMY

DocuSigned by:
Matthew Wahlman
Matt Wahlman
Chief Business Official

6/16/2023
Date

DocuSigned by:
Ben Claassen
Ben Claassen
Director

6/16/2023
Date

**Agreement Between the Redding School of the Arts and
SHASTA CHARTER ACADEMY
307 Park Marina Circle, Redding, CA 96001
2023-2024**

This agreement is entered into for the 2023-2024 school year between SHASTA CHARTER ACADEMY (referred hereafter as "DISTRICT") and the REDDING SCHOOL OF THE ARTS (referred hereafter as "RSA").

Background Information: Section 56369 of California Education Code provides that a public school district may contract with another public agency to fulfill its obligation to provide special education or related services to individuals with exceptional needs. Thus, RSA agrees to provide the special education ancillary services as described herein on behalf of DISTRICT for the 2023-2024 school year.

SPECIAL EDUCATION SERVICES PROVIDED BY THE REDDING SCHOOL OF THE ARTS: SCHOOL PSYCHOLOGIST (referred hereafter as "EMPLOYEE").

1. Attend Individualized Education Program (IEP) meetings, as appropriate.
2. Provide assessments for the purposes of: (1) determining initial eligibility for special education services, (2) satisfying triennial assessment requirements, and (3) gaining additional information regarding already-eligible students' educational needs.
3. Provide school-related services to special education students whose Individual Education Programs (IEPs) specify educational need for this service.
4. Advise school staff regarding the implementation of special education programs in compliance with state, federal, and local requirements, including:
 - a. Free and Appropriate Public Education (FAPE) determination, documentation, and implementation.
 - b. Academic instructional programs and interventions that could be used in providing resource program IEP services and Response to Intervention Tier 2 and 3 student support services.
5. Attend pre-evaluation meetings to determine which tests will be used for evaluation on eligibility for special education identification.
6. Advise regarding issues related to Section 504 of the Rehabilitation Act, including eligibility and plan development.
7. The parties agree that DISTRICT may request that certain personnel conduct the assessments or provide the services set forth in this Agreement. RSA shall, to the fullest extent possible, attempt to secure the requested person to conduct the assessment and/or provide the services as requested by DISTRICT. If the requested person is unavailable, RSA shall work with DISTRICT in determining a mutually agreeable replacement. If the parties are unable to mutually agree upon another person, then DISTRICT may use another company or agency to provide said assessment(s) or service(s).

Obligations:

1. **REDDING SCHOOL OF THE ARTS shall:**

- a. Retain qualified personnel to render the services identified herein;
- b. Bill DISTRICT monthly for the cost of services identified herein;
- c. Not change, add to, or reduce the services agreed upon herein without the approval of an appropriate DISTRICT designee;
- d. Provide all standard tests and associated protocols necessary to perform typical school psychological assessments;
- e. Ensure that all employees providing services under this MOU have been cleared for employment through the Department of Justice in compliance with applicable law; and has not been convicted of a serious or violent felony (as defined by Penal Code §§ 667.5 and 1192.7);
- f. Remain the sole and exclusive employer of those performing services under this MOU;
- g. RSA shall have full and sole legal control over and responsibility for payment of all compensation and benefits to its employees, including retirement benefit system contributions (e.g., STRS, as applicable), as well as the full and sole responsibility for ensuring compliance with any and all applicable state and federal income tax withholding, state and federal unemployment and disability insurance withholding and contributions, wage and hour obligations, social security tax withholding and contributions, and other applicable employment law requirements;
- h. RSA is responsible for compliance with workers' compensation coverage obligations, wage and hour obligations, and any other applicable federal or state employment laws. Pursuant to Labor Code section 3602, RSA agrees to retain workers' compensation coverage for all of its employees working under this MOU.

2. **DISTRICT shall:**

- a. Reimburse RSA for services identified herein during the period of this agreement;
- b. Provide RSA personnel with appropriate, designated workspace for the delivery of services within DISTRICT buildings as assigned;
- c. Provide internet data connections in workspaces designated for RSA personnel at the DISTRICT site;
- d. Store confidential files at DISTRICT site;
- e. Ensure appropriate confidentiality by its staff members regarding information related to IEP students;
- f. Schedule all IEP meetings and student study team meetings that RSA personnel needs to attend.
- g. Ensure the attendance of appropriate DISTRICT personnel that are required to attend IEP meetings, including DISTRICT administrator or designee and general education teacher(s);
- h. Implement all general education accommodations, modifications, and services specified in students' IEPs;
- i. Assume sole responsibility for complying with Section 504 of the Rehabilitation Act and provision of related services and accommodation plans;

- j. Atypical protocols or test materials needed for assessing only DISTRICT students will be purchased by DISTRICT and remain the property of DISTRICT. All equipment, materials, and programs used by only DISTRICT students will be purchased by DISTRICT and remain property of DISTRICT.
- k. Provide to RSA written notification of its intent to either renew or not renew this contract for the 2024-2025 school year by March 1, 2024;

3. **Mutual agreements**

- a. **Purpose.** This Agreement is being entered into for the purpose of providing required special education ancillary services to DISTRICT students.
- b. **Entire Agreement Amendment.** This Agreement constitutes the entire understanding between parties and supersedes any prior or concurrent Agreement, oral or written, of RSA and DISTRICT concerning its subject matter. Any modification to this Agreement shall be effective only if in writing and signed by both parties.
- c. **Partial Invalidity:** Should any term of this Agreement be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and shall stand as if the unenforceable provision did not exist.
- d. **Dispute Resolution:** In the event that either party disputes the meaning of the terms of this agreement, both parties shall attempt to resolve the dispute in good faith first through a joint meeting of a representative or representative from DISTRICT and RSA. If an agreement can not be reached, either party may seek remedy through the El Dorado County Charter SELPA using the SELPA Director as mediator, and then in the appropriate court of law if an agreement can not be reached.
- e. **Compliance with Law.** RSA and DISTRICT agree they will comply with all federal, state, and local laws applicable to them in the performance of this Agreement.
- f. **Due Process and/or Litigation:** DISTRICT as the responsible LEA will assume full responsibility for the provision of special education services to its students. DISTRICT has sole responsibility for any expenses that might accrue in response to special education due process proceedings or litigation related to the provision of special education services or failure to provide special education services.
- g. **Indemnification:** DISTRICT shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless RSA, its officers, directors, employees, attorneys, agents, representatives, volunteers, and successors and assigns (collectively hereinafter "RSA and RSA personnel") 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 against RSA and RSA personnel that may be asserted or claimed by any person, firm, entity arising out of or in connection with the RSA's performance under this agreement or any acts or errors or omissions by RSA, its council, its administrators, employers, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assignees. Notwithstanding anything to the contrary contained in this agreement, no indemnification shall be provided under this agreement from RSA to DISTRICT based on, arising out of, or relating to any of the following:
 - 1. Any liability expressly assumed by DISTRICT in writing expressly referencing this indemnity provision;

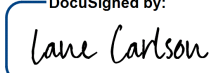
- 2. Any negligent or intentional misconduct of a DISTRICT officer, director, employee, agent, attorney, representative, volunteer, successor or assignee; or
- 3. Any violation by DISTRICT, its officers, directors, employees, agents, attorneys, representatives, volunteers, successors, or assignees of any applicable laws of the United States or any state of the United States, including, without limitation, the California Charter Schools Act.
- h. Headings. The headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- i. Agreement Term. The term of this agreement shall commence when DISTRICT school year starts on July 1, 2023, and terminate on June 30, 2024, provided that the obligations of the Parties under paragraph 3(g) shall survive the expiration of this agreement.

4. Fees

- a. RSA staff services will be provided both on and off DISTRICT site, as RSA and DISTRICT personnel determine appropriate. The estimated cost to perform the Special Education services outlined above is **\$26,204.43** for the fiscal year 2023-2024 (equal to **0.20 FTE** of estimated employee payroll costs and benefits, plus RSA’s indirect rate.) Fees include all employer indirect costs. This amount may be increased for any salary adjustments during the year and will be increased accordingly to match personnel costs each year thereafter. RSA shall bill DISTRICT monthly for these services commencing September 1, 2023. Fees include all employer indirect costs.
- b. RSA shall invoice DISTRICT annually for all travel mileage costs involved in commuting round trip between RSA and DISTRICT at the current Internal Revenue Service rate. DISTRICT shall reimburse RSA for mileage costs commencing October 1, 2023.
- c. RSA shall invoice DISTRICT monthly for the cost of services provided through the date of invoice commencing September 1, 2023. DISTRICT agrees to pay all invoices within 30 days of receipt.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

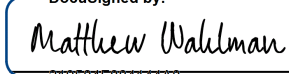
On behalf of REDDING SCHOOL OF THE ARTS:

DocuSigned by:

 Lane Carlson
 Executive Director

6/20/2023

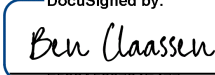
 Date

On behalf of SHASTA CHARTER ACADEMY

DocuSigned by:

 Matt Wahlman
 Chief Business Official

6/20/2023

 Date

DocuSigned by:

 Ben Claassen
 Director

6/20/2023

 Date



Memorandum of Understanding

between

Redding School of the Arts

and the

Shasta County Special Education Local Plan Area (SELPA)

This Memorandum of Understanding (MOU) is entered into this **15th** day of **June, 2023** by and between **Redding School of the Arts**, hereafter referred to as "LEA", and Shasta County Special Education Local Plan Area, hereafter referred to as "SELPA."

Term of Agreement: This agreement is effective for the **2023-2024** school year, with the option to renew annually thereafter.

Services to be Provided: SELPA will provide the following services per **Year**:

1. **Deaf & Hard-of-Hearing Services: 220 Minutes per Year.**

Attendance at IEP meetings in addition to one Annual per student, or other support will be billed in addition to the above service minutes.

The designated work schedule will be mutually agreed upon by LEA and SELPA. SELPA will notify LEA as soon as possible if qualified staff are not available to respond to LEA's request. If that occurs, it is LEA's responsibility to find a qualified provider to meet its needs.

Costs: LEA will reimburse SELPA for the annual salary, benefits, and related administrative costs, which are estimated at:

1. **Deaf & Hard-of-Hearing Services: \$148.00 per hour for the 2023-24 school year.**

In the event that salaries increase due to a negotiated settlement or step/column movement, it is agreed that the LEA will be notified and will reimburse SELPA at the newly negotiated rate. The LEA also agrees to reimburse SELPA for any necessary mileage incurred by the assigned employee.

Invoicing: SELPA/SCOE will invoice the LEA quarterly.

Modification of Agreement: This agreement may be modified at any time during the school year with mutual consent of both parties.

Termination of Agreement: This agreement may be terminated annually, for reasonable cause such as fiscal or performance issues, by either party, with notice prior to January 15th, to allow for the ability to meet statutory timelines for employee layoff notices if required. This agreement may be terminated by the SELPA mid-year due to staffing shortages.

Hold Harmless: To the fullest extent permitted by law, each party shall defend, indemnify, and hold the other party, its Governing Board, members of its Governing Board, officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the willful or intentional misconduct or negligent acts or omissions of the indemnified party, its officers, employees, volunteers, or agents.

Notices: Any notices required to be given pursuant to the terms of this agreement shall be submitted in writing and sent to the addresses listed below.

Signatures below acknowledge agreement with the MOU between the Shasta County SELPA, and the LEA.

Lane Carlson

[Lane Carlson \(Jun 21, 2023 10:49 PDT\)](#)

Lane Carlson, Executive Director
955 Inspiration Place, Redding, CA 96003

Jun 21, 2023

Date



[Christian Patz \(Jun 21, 2023 10:59 PDT\)](#)

Christian Patz, SELPA Executive Director
Shasta County SELPA, 1524 Magnolia Ave., Redding, CA 96001

Jun 21, 2023

Date

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

Consent Agenda

SUBJECT: Agenda Item 1.7 – 2023/24 Spring Release Consolidated Application Report & Budget

- 1.7.1 Certification of Assurance
- 1.7.2 Protective Prayer Certification
- 1.7.3 Title 1; Part A
- 1.7.4 Title 2; Part A
- 1.7.5 Title 4

PREPARER: Robyn Stamm

RECOMMENDATION: Motion to Approve the Consolidated Application

BACKGROUND:

The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various federal programs to county offices, school districts, and direct-funded charter schools throughout California.

RSA is proposing to submit a Consolidated Application in order to apply for Title 1, Title 2, & Title 4 federal funding monies for the 2023/24 school year.

- See Attached: Consolidated Report & Budget

REFERENCE:

<https://www.cde.ca.gov/fg/aa/co/>

2021–22 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2021 through June 30, 2023.

CDE Program Contact:

Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov, 916-323-4636
 Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

2021–22 Title II, Part A allocation	\$12,390
Transferred–in amount	\$0
Transferred–out amount	\$0
2021–22 Total allocation	\$12,390

Professional Development Expenditures

Professional development for teachers	\$10,322
Professional development for administrators	\$0
Consulting/Professional services	\$0
Induction programs	\$0
Books and other supplies	\$0
Dues and membership	\$0
Travel and conferences	\$0

Personnel and Other Authorized Activities

Certificated personnel salaries	\$645
Classified personnel salaries	\$0
Employee benefits	\$128
Developing or improving an evaluation system	\$0
Recruitment activities	\$0
Retention activities	\$0
Class size reduction	\$0

Program Expenditures

Direct administrative costs	\$0
Indirect costs	\$787
Equitable services for nonprofit private schools	\$0
Total expenditures	\$11,882
2021–22 Unspent funds	\$508

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2022–23 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2022 through June 30, 2023.

CDE Program Contact:

Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov, 916-323-4636
 Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

2022–23 Title II, Part A allocation	\$10,286
Transferred–in amount	\$0
Transferred–out amount	\$0
2022–23 Total allocation	\$10,286

Professional Development Expenditures

Professional development for teachers	\$10,286
Professional development for administrators	\$0
Consulting/Professional services	\$0
Induction programs	\$0
Books and other supplies	\$0
Dues and membership	\$0
Travel and conferences	\$0

Personnel and Other Authorized Activities

Certificated personnel salaries	\$0
Classified personnel salaries	\$0
Employee benefits	\$0
Developing or improving an evaluation system	\$0
Recruitment activities	\$0
Retention activities	\$0
Class size reduction	\$0

Program Expenditures

Direct administrative costs	\$0
Indirect costs	\$0
Equitable services for nonprofit private schools	\$0
Total expenditures	\$10,286
2022–23 Unspent funds	\$0

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2022–23 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA’s homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, LWheeler@cde.ca.gov, 916-319-0383
 Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692

Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths;
2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:
 - a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless;
 - b) Includes a dispute resolution process;
 - c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison;
3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

Homeless liaison first name	Lane
Homeless liaison last name	Carlson
Homeless liaison title	Executive Director
Homeless liaison email address (Format: abc@xyz.zyx)	lcarlson@rsarts.org
Homeless liaison telephone number (Format: 999-999-9999)	530-247-6933
Homeless liaison telephone extension	140
Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education (Format: 0.00)	0.02

Homeless Liaison Training Information

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2022–23 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA’s homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, LWheeler@cde.ca.gov, 916-319-0383
 Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692

Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years	Yes
Has the homeless liaison provided training to the following personnel:	
Principals and other school leaders	Yes
Attendance officers and registrars	Yes
Teachers and instructional assistants	Yes
School counselors	

Homeless Education Policy and Requirements

Does the LEA have a written homeless education policy	Yes
No policy comment	
Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA’s board approved the homeless education policy	01/12/2021
Does the LEA meet the above federal requirements	Yes
Compliance comment	
Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	

Housing Questionnaire Identifying Homeless Children

Does your LEA use a housing questionnaire to assist with the identification of homeless children and youth	Yes
Does the housing questionnaire include best practices, rights, and protections afforded to homeless children and youth	Yes
Is the housing questionnaire made available in paper form	Yes
Did your LEA administer the housing questionnaire to all student body during the school year	Yes

Title I, Part A Homeless Expenditures

2022–23 Title I, Part A LEA allocation	\$57,128
2022–23 Title I, Part A direct or indirect services to homeless children reservation	\$571

Warning

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2022–23 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA’s homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, LWheeler@cde.ca.gov, 916-319-0383
 Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692

Amount of 2022–23 Title I, Part A funds expended or encumbered for direct or indirect services for homeless children	\$0
Homeless services provided (Maximum 500 characters)	
No expenditures or encumbrances comment Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	No services necessary

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2023–24 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Lane Carlson
Authorized Representative's Title	Executive Director
Authorized Representative's Signature Date	07/26/2023
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

*****Warning*****

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2023–24 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	
Direct Funded Charter Enter the adoption date of the current LCAP	06/20/2023
Authorized Representative's Full Name	Lane Carlson
Authorized Representative's Title	Executive Director

*****Warning*****

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2023–24 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
---------------------------------------------------------------------------------------------------------------------------------	-----

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	No
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title II, Part A funds used through the Alternative Fund Use Authority (AFUA) Section 5211 of ESEA	No
Title III English Learner ESEA Sec. 3102 SACS 4203	No
Title III Immigrant ESEA Sec. 3102 SACS 4201	No
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes
Title IV, Part A funds used through the Alternative Fund Use Authority (AFUA)	No

*****Warning*****

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2023–24 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Section 5211 of ESEA	
Title V, Part B Subpart 1 Small, Rural School Achievement Grant ESSA Sec. 5211 SACS 5810	No
Title V, Part B Subpart 2 Rural and Low-Income Grant ESSA Sec. 5221 SACS 4126	Yes

*****Warning*****

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2023–24 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2022–23 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

*****Warning*****

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Detail for Dates 07/01/2021 through 06/30/2022 **Fiscal Year 2021/22**

Ref#	Pay To Name	Journal #	Description	Trans Date	Debit	Credit	Account Balance
Fund 62 - ChrtrSchEntrp							
(001493) 62- -4035- -9110- - - -0 CityTreas,Title II-A							
		BB22-00001	Starting Balance	07/01/21		2,218.31	2,218.31-
		PR22-00005	08/26/21 Regular Payroll (Deducti	08/26/21		645.00	2,863.31-
		PR22-00005	08/26/21 Regular Payroll (Liabilitie	08/26/21		128.06	2,991.37-
		CT22-00197	D0188931 2021 TITLE II PT A	10/27/21	3,819.00		827.63
		CT22-00385	D0191912 2122 TITLE II PT A	02/14/22	3,062.00		3,889.63
P7822-00015	Tehama Co. Departmen	EX22-01417	2021/22 Tehama Teacher Inductic	05/05/22		10,322.00	6,432.37-
		CT22-00565	DP00000047 2122 TITLE II PT A	06/01/22	2,234.00		4,198.37-
		GJ22-00118	CLASS SIZE REDUCTION	06/30/22		2,895.63	7,094.00-
		GJ22-00120	REVERSE CLASS SIZE REDUCT	06/30/22	2,895.63		4,198.37-
		GJ22-00122	CLOSEOUT RESOURCE 4035	06/30/22		786.64	4,985.01-
			Account Total	06/30/22	12,010.63	16,995.64	

(002257) 62-001-4035-0000-9290-0000-0000-000-0 DFOthrGv,Title II-A							
		BB22-00001	Starting Balance	07/01/21	3,269.00		3,269.00
		CT22-00197	D0188931 2021 TITLE II PT A	10/27/21		3,819.00	550.00-
		GJ22-00090	CLEAR TITLE II DEFERRAL	05/25/22	550.00		.00
		GJ22-00119	CLOSEOUT RESOURCE 4035	06/30/22	7,094.00		7,094.00
		GJ22-00121	CLOSEOUT RESOURCE 4035	06/30/22		7,094.00	.00
		GJ22-00122	BOOK A/R	06/30/22	7,094.00		7,094.00
			Account Total	06/30/22	18,007.00	10,913.00	
			Total for Asset Accounts		30,017.63	27,908.64	2,108.99

(003192) 62-001-4035-0000-9650-0000-0000-000-0 Def'dInc,Title II-A							
		BB22-00001	Starting Balance	07/01/21		1,050.69	1,050.69
		GJ22-00013	CLEAR DEF REVENUE	07/01/21	1,050.69		.00
		GJ22-00122	CLOSEOUT RESOURCE 4035	06/30/22		2,108.99	2,108.99
			Account Total	06/30/22	1,050.69	3,159.68	
			Total for Liability Accounts and Object 9650		1,050.69	3,159.68	2,108.99

Ref#	Pay To Name	Journal #	Description	Trans Date	Adopted Budget	Revised Budget	Revenue	Account Balance
(000906) 62-001-4035-0000-8290-0000-0000-000-0 OthrFedl,Title II-A,Undef								
		BA22-00004	Adopted Budget,OB22-01,Fund 62	07/01/21	11,139.00	11,139.00		11,139.00
		GJ22-00013	CLEAR DEF REVENUE	07/01/21			1,050.69	10,088.31
		BR22-00003	Budget Revision,BR22-01,Fund 62	09/29/21		1,051.00		11,139.31
		BR22-00004	Budget Revision,BR22-02,Fund 62	12/16/21		1,051.00-		10,088.31

Selection Filtered by User Permissions, (Org = 78, Online/Offline = N, Fiscal Year = 2022, Unposted JEs? = Y, Ref#? = Y, Assets and Liabilities? = Y, Restricted? = Y, Resc = 4035, Object Digits = 4, Page Break Lvl =)

ESCAPE ONLINE

Detail for Dates 07/01/2021 through 06/30/2022 **Fiscal Year 2021/22**

Ref#	Pay To Name	Journal #	Description	Trans Date	Adopted Budget	Revised Budget	Revenue	Account Balance
Fund 62 - ChrtrSchEntrp (continued)								
(000906) 62-001-4035-0000-8290-0000-0000-000-0 OthrFedl,Title II-A,Undef (continued)								
		CT22-00385	D0191912 2122 TITLE II PT A	02/14/22			3,062.00	7,026.31
		GJ22-00090	CLEAR TITLE II DEFERRAL	05/25/22			550.00	6,476.31
		CT22-00565	DP00000047 2122 TITLE II PT A	06/01/22			2,234.00	4,242.31
		GJ22-00119	CLOSEOUT RESOURCE 4035	06/30/22			7,094.00	2,851.69-
		GJ22-00121	CLOSEOUT RESOURCE 4035	06/30/22			7,094.00-	4,242.31
		GJ22-00122	BOOK A/R	06/30/22			7,094.00	2,851.69-
		GJ22-00122	CLOSEOUT RESOURCE 4035	06/30/22			2,108.99-	742.70-
			Account Total	06/30/22	11,139.00	11,139.00	11,881.70	
(002375) 62-001-4035-0000-8980-0000-0000-000-0 FmUnRest,Title II-A,Undef								
		BA22-00004	Adopted Budget,OB22-01,Fund 62	07/01/21	1,461.00	1,461.00		1,461.00
		BR22-00004	Budget Revision,BR22-02,Fund 62	12/16/21		1,461.00-		.00
			Account Total	06/30/22	1,461.00	.00	.00	
			Total for Revenue Accounts		12,600.00	11,139.00	11,881.70	742.70-

Ref#	Pay To Name	Journal #	Description	Trans Date	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
(002121) 62-001-4035-1000-1150-1110-1000-000-0 TchrStip/Xtra,Instr,Title									
		PR22-00005	08/26/21 Regular Payroll (Earning: 08/26/21	08/26/21				645.00	645.00-
		BR22-00003	Budget Revision,BR22-01,Fund 62	09/29/21		645.00			.00
			Account Total	06/30/22	.00	645.00	.00	645.00	
(001957) 62-001-4035-1000-3101-1110-1000-000-0 StrsCert,Instr,Title II-A									
		PR22-00005	08/26/21 Regular Payroll (Contribu 08/26/21	08/26/21				109.13	109.13-
		BR22-00003	Budget Revision,BR22-01,Fund 62	09/29/21		110.00			.87
			Account Total	06/30/22	.00	110.00	.00	109.13	
(001959) 62-001-4035-1000-3301-1110-1000-000-0 SSCert,Instr,Title II-A,R									
		PR22-00005	08/26/21 Regular Payroll (Contribu 08/26/21	08/26/21				9.35	9.35-
		BR22-00003	Budget Revision,BR22-01,Fund 62	09/29/21		50.00			40.65
			Account Total	06/30/22	.00	50.00	.00	9.35	
(001961) 62-001-4035-1000-3501-1110-1000-000-0 SUICert,Instr,Title II-A,									
		PR22-00005	08/26/21 Regular Payroll (Contribu 08/26/21	08/26/21				3.22	3.22-
		BR22-00003	Budget Revision,BR22-01,Fund 62	09/29/21		4.00			.78
			Account Total	06/30/22	.00	4.00	.00	3.22	

(001962) 62-001-4035-1000-3601-1110-1000-000-0 WCCert,Instr,Title II-A,R									
		PR22-00005	08/26/21 Regular Payroll (Contribu 08/26/21	08/26/21				6.36	6.36-

Selection Filtered by User Permissions, (Org = 78, Online/Offline = N, Fiscal Year = 2022, Unposted JEs? = Y, Ref#? = Y, Assets and Liabilities? = Y, Restricted? = Y, Resc = 4035, Object Digits = 4, Page Break Lvl =)

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Detail for Dates 07/01/2021 through 06/30/2022 **Fiscal Year 2021/22**

Ref#	Pay To Name	Journal #	Description	Trans Date	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 62 - ChrtrSchEntrp (continued)									
(001962) 62-001-4035-1000-3601-1110-1000-000-0 WCCert,Instr,Title II-A,R (continued)									
		BR22-00003	Budget Revision,BR22-01,Fund 62	09/29/21		8.00			1.64
			Account Total	06/30/22	.00	8.00	.00	6.36	
(001492) 62-001-4035-1000-5200-1110-1000-000-0 Travel&Con,Instr,Title II									
		BA22-00004	Adopted Budget,OB22-01,Fund 62	07/01/21	12,600.00	12,600.00			12,600.00
P7822-00015	Tehama County Departr	EN22-00017	2021/22 Tehama Teacher Inductio	07/01/21			16,800.00		4,200.00-
P7822-00015	Tehama County Departr	EN22-00147	2021/22 Tehama Teacher Inductio	08/11/21			16,800.00-		12,600.00
P7822-00015	Tehama County Departr	EN22-00148	2021/22 Tehama Teacher Inductio	08/11/21			21,000.00		8,400.00-
P7822-00015	Tehama County Departr	EN22-00248	2021/22 Tehama Teacher Inductio	09/02/21			8,400.00-		.00
P7822-00015	Tehama County Departr	EN22-00249	2021/22 Tehama Teacher Inductio	09/02/21			2,278.00-		2,278.00
		BR22-00003	Budget Revision,BR22-01,Fund 62	09/29/21		2,278.00-			.00
P7822-00015	Tehama County Departr	EN22-01072	2021/22 Tehama Teacher Inductio	05/05/22			10,322.00-		10,322.00
P7822-00015	Tehama Co. Departmen	EX22-01417	2021/22 Tehama Teacher Inductio	05/05/22				10,322.00	.00
			Account Total	06/30/22	12,600.00	10,322.00	.00	10,322.00	
(003582) 62-001-4035-1000-5710-1110-1000-000-0 DirectCst,Instr,Title II-									
		GJ22-00118	CLASS SIZE REDUCTION	06/30/22				2,895.63	2,895.63-
		GJ22-00120	CLASS SIZE REDUCTION	06/30/22				2,895.63-	.00
			Account Total	06/30/22	.00	.00	.00	.00	
(002160) 62-001-4035-1000-5801-1110-1000-000-0 GnlOpExp,Instr,Title II-A									
		BR22-00003	Budget Revision,BR22-01,Fund 62	09/29/21		1,051.00			1,051.00
		BR22-00004	Budget Revision,BR22-02,Fund 62	12/16/21		1,051.00-			.00
			Account Total	06/30/22	.00	.00	.00	.00	
(002657) 62-001-4035-0000-7310-1110-7210-000-0 Indirect,GACostTrsf,Title									
		GJ22-00122	BOOK INDIRECT 7.79%	06/30/22				786.64	786.64-
Total for Expense Accounts					12,600.00	11,139.00	.00	11,881.70	742.70-
Ref#	Pay To Name	Journal #	Description	Trans Date	Adopted Budget	Revised Budget	Debit	Credit	Account Balance
(001242) 62- -4035- -9790- - - -0 UnDsUnAp,Title II-A									
		BR22-00003	Budget Revision,BR22-01,Fund 62	09/29/21		1,461.00			.00
		BR22-00004	Budget Revision,BR22-02,Fund 62	12/16/21		1,461.00-			.00
			Account Total	06/30/22	.00	.00	.00	.00	
Total for Ending Balance Accounts and Object 9790					.00	.00	.00	.00	.00

Detail for Dates 07/01/2021 through 06/30/2022 **Fiscal Year 2021/22**

Total for Org 078 and Fund ChrtrSchEntrp	<u>Starting Balance</u>	<u>+ Revenues</u>	<u>- Encumbrances</u>	<u>- Expenditures</u>	<u>= Calculated Ending Balance</u>
Budgeted		11,139.00		11,139.00	
Actuals		11,881.70		11,881.70	

Detail for Dates 07/01/2022 through 06/30/2023 **Fiscal Year 2022/23**

Ref#	Pay To Name	Journal #	Description	Trans Date	Debit	Credit	Account Balance
Fund 62 - ChrtrSchEntrp							
(001493) 62-	-4035-	-9110-	- - -0	CityTreas,Title II-A			
		BB23-00001	Starting Balance	07/01/22		4,985.01	4,985.01-
		CT23-00251	DP004156 21.22 TITLE II PT A	11/16/22	7,094.00		2,108.99
		GJ23-00050	Tehama County Dept of Ed Teach	01/26/23		4,200.00	2,091.01-
		GJ23-00071	MV INDUCTION EXP TO RES 40	01/26/23		6,086.00	8,177.01-
		CT23-00422	DP006120 22.23 TITLE II PT A	02/07/23	7,528.00		649.01-
		CT23-00570	DP007915 22.23 TITLE II PT A	04/19/23	2,649.00		1,999.99
			Account Total	06/30/23	<u>17,271.00</u>	<u>15,271.01</u>	

(002257) 62-001-4035-0000-9290-0000-0000-000-0	DFOthrGv,Title II-A						
		BB23-00001	Starting Balance	07/01/22	7,094.00		7,094.00
		CT23-00251	DP004156 21.22 TITLE II PT A	11/16/22		7,094.00	.00
		GJ23-00072	CLOSEOUT RESOURCE 4035	06/30/23	109.00		109.00
			Account Total	06/30/23	<u>7,203.00</u>	<u>7,094.00</u>	
			Total for Asset Accounts		24,474.00	22,365.01	2,108.99

(003192) 62-001-4035-0000-9650-0000-0000-000-0	DefdInc,Title II-A						
		BB23-00001	Starting Balance	07/01/22		2,108.99	2,108.99
		GJ23-00011	CLR DEF REV	07/01/22	2,108.99		.00
		GJ23-00072	CLOSEOUT RESOURCE 4035	06/30/23		2,108.99	2,108.99
			Account Total	06/30/23	<u>2,108.99</u>	<u>4,217.98</u>	
			Total for Liability Accounts and Object 9650		2,108.99	4,217.98	2,108.99

Ref#	Pay To Name	Journal #	Description	Trans Date	Adopted Budget	Revised Budget	Revenue	Account Balance
(000906) 62-001-4035-0000-8290-0000-0000-000-0	OthrFedl,Title II-A,Undef							
		BA23-00002	Adopted Budget,OB23-03,Fund 62	07/01/22	11,139.00	11,139.00		11,139.00
		GJ23-00011	CLR DEF REV	07/01/22			2,108.99	9,030.01
		CT23-00422	DP006120 22.23 TITLE II PT A	02/07/23			7,528.00	1,502.01
		CT23-00570	DP007915 22.23 TITLE II PT A	04/19/23			2,649.00	1,146.99-
		GJ23-00072	CLOSEOUT RESOURCE 4035	06/30/23			109.00	1,255.99-
		GJ23-00072	CLOSEOUT RESOURCE 4035	06/30/23			2,108.99-	853.00
			Account Total	06/30/23	<u>11,139.00</u>	<u>11,139.00</u>	<u>10,286.00</u>	
			Total for Revenue Accounts and Object 8290		11,139.00	11,139.00	10,286.00	853.00

Ref#	Pay To Name	Journal #	Description	Trans Date	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
(001492) 62-001-4035-1000-5200-1110-1000-000-0	Travel&Con,Instr,Title II								

Selection Filtered by User Permissions, (Org = 78, Online/Offline = N, Fiscal Year = 2023, Unposted JEs? = Y, Ref#? = Y, Assets and Liabilities? = Y, Restricted? = Y, Resc = 4035, Object Digits = 4, Page Break Lvl =)

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Detail for Dates 07/01/2022 through 06/30/2023 **Fiscal Year 2022/23**

Ref#	Pay To Name	Journal #	Description	Trans Date	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 62 - ChrtrSchEntrp (continued)									
(001492) 62-001-4035-1000-5200-1110-1000-000-0 Travel&Con,Instr,Title II									
		BA23-00002	Adopted Budget,OB23-03,Fund 62	07/01/22	11,139.00	11,139.00			11,139.00
		GJ23-00050	Tehama County Dept of Ed Teach	01/26/23				4,200.00	6,939.00
		GJ23-00071	MV INDUCTION EXP TO RES 40:	01/26/23				6,086.00	853.00
			Account Total	06/30/23	11,139.00	11,139.00	.00	10,286.00	
			Total for Expense Accounts and Object 5200		11,139.00	11,139.00	.00	10,286.00	853.00

Total for Org 078 and Fund ChrtrSchEntrp					
	<u>Starting Balance</u>	<u>+ Revenues</u>	<u>- Encumbrances</u>	<u>- Expenditures</u>	<u>= Calculated Ending Balance</u>
Budgeted		11,139.00		11,139.00	
Actuals		10,286.00		10,286.00	

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

General Reporting

SUBJECT: Agenda Item 2.1 – 2023/24 Election of Governing Board
Executive Officers

PREPARER: Lane Carlson

RECOMMENDATION: Action to Approve Governing Board
Executive Officers for 2023/24

BACKGROUND:

The Governing Board will annually elect the President, Vice President, Treasurer, and Secretary as Executive Officers for the new school year.

2022/23 Executive Officers:

Jean Hatch, President

Jonathan Sheldon, Vice President

Lisa Stewart, Treasurer

Tiffany Blasingame, Secretary

REFERENCE:

Governing Board Policies/Board Duties & Responsibilities/Board Internal Business
RSA, Inc. Bylaws

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

General Reporting

SUBJECT: Agenda Item 2.2 – 2023/24 Governing Board Meeting Dates

PREPARER: Lane Carlson

RECOMMENDATION: Discussion/Action to Approve Meeting Dates as Listed

BACKGROUND:

The Governing Board will annually approve the list of board meeting dates for the current school year. The proposed monthly meeting dates are as follows:

Thursday, September 14, 2023
Thursday, October 12, 2023
Tuesday, November 7, 2023
Thursday, December 14, 2023
Thursday, January 11, 2024
Thursday, February 8, 2024
Thursday, March 14, 2024
Thursday, April 11, 2024
Thursday, May 9, 2024
Thursday, June 13, 2024
*Thursday, June 20, 2024 (Special Meeting)

Dates are subject to change.

*An additional June meeting may be necessary for budget adoption purposes.

REFERENCE:

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

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

General Reporting

SUBJECT: Agenda Item 2.3 – High School Building Committee Update

- 2.3.1 Approval of formation of RSA Facilities, LLC, to Assist with Facilities Financing
- 2.3.2 Approval of Operating Agreement of RSA Facilities, LLC, and Designation of Executive Director as Initial Manager
- 2.3.3 Approve Official Intent Resolution 2023-24-01 for RSA Reimbursement of Building Related Expenditures from Bond Financing Proceeds

PREPARER: Lane Carlson

RECOMMENDATION: Discussion/Action to Approve Formation of RSA Facilities, LLC, & Operating Agreement of RSA Facilities, LLC, and Designation of Executive Director as Initial Manager, Approve Official Intent Resolution 2023-24-01 for RSA Reimbursement of Building Related Expenditures from Bond Financing Proceeds

BACKGROUND:

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

The Governing Board will consider formation of RSA Facilities, LLC for the purpose of providing support to RSA with respect to the acquisition, development, lease, and operation of real property, charter school facilities situated on such property, and related charter school operations.

- See Attached: Operating Agreement of RSA Facilities, LLC

The proposed resolution will declare the official intent of RSA to reimburse itself from the proceeds of debt for capital expenditures, certain preliminary expenditures, and costs of issuance temporarily funded from revenues or other sources.

- See Attached: Official Intent Resolution 2023-24-01

REFERENCE:

Governing Board Policies/Board Duties & Responsibilities/Facilities

**RSA FACILITIES, LLC
OPERATING AGREEMENT**

THIS OPERATING AGREEMENT (this "Agreement") is entered into and executed as of **August 10, 2023**, by Redding School of the Arts, a California nonprofit public benefit corporation, as the sole member ("Member") of RSA Facilities, LLC, a California limited liability company ("Company"), with respect to the following:

A. The Company was formed pursuant to Articles of Organization filed with the California Secretary of State.

B. The Member is now entering into and executing this Agreement to establish the organization and operating terms under which the Company will be operated.

NOW, THEREFORE, for the purpose of perfecting the organization of the Company, the Member hereby enters into this Agreement with the intent and purpose that it shall be the Operating Agreement of the Company pursuant to the California Revised Uniform Limited Liability Company Act (the "Act").

ARTICLE I. ORGANIZATIONAL MATTERS

1.1 Name. The name of the Company is RSA Facilities, LLC.

1.2 Purposes and Powers. The Company is organized and formed exclusively for the purpose of, and its activities shall be limited to, providing support to the Member with respect to the acquisition, development, lease and operation of real property, charter school facilities situated on such property, and related charter school operations, all for and on behalf of the Member for the use and benefit of the public charter schools operated by the Member.

1.3 Registered Principal Office and Agent for Service of Process. The registered principal office of the Company shall be located at 955 Inspiration Place, Redding, California 96003. The agent for service of process of the Company shall be the individual serving as Manager of the Company, who is currently Lane Carlson, and whose address shall be the same as that of the registered principal office. The Manager may cause the Company to establish such other offices as it deems advisable.

1.4 Perpetual Existence. The Company shall exist perpetually until its existence is terminated by operation of law or pursuant to this Agreement.

1.5 Foreign Qualification. The Manager shall cause the Company to comply with all requirements necessary to qualify the Company as a foreign limited liability company in any jurisdiction in which such qualification is or becomes necessary.

1.6 No State Law Partnership. The Company shall be operated in a manner consistent with its treatment as a disregarded entity for federal and state income tax purposes consistent with Article V below and its Articles of Organization. The Company shall not be operated or treated as a "partnership" (including, without limitation, a limited partnership or joint venture) for any purpose, including, but not limited to, Section 303 of the United States Bankruptcy Code, and this Agreement shall not be construed to suggest otherwise.

ARTICLE II. MEMBER

2.1 Member. Until changed by amendment of this Agreement, Redding School of the Arts is and shall remain the sole Member of the Company.

2.2 Certificates Representing Membership Interests. The Company shall not issue any certificates evidencing the membership interest of the Member in the Company.

2.3 Written Consent. The Member shall appoint a Manager to exercise its rights, powers and privileges as a member of the Company pursuant to the Act, either by (i) its delivery of certified copies of resolutions adopted at duly called and held meetings of the Member to the Manager, or (ii) its execution and delivery of written consents to the Manager. Any Manager appointed by the Member shall consent to serve as the Manager of the Company by signing Exhibit A attached hereto. All such certified copies of resolutions, such written consents, and such executed consents by the Manager, shall be filed in a minute book or other permanent form of record of the Company.

ARTICLE III. APPOINTMENT OF MANAGER; RIGHTS, DUTIES AND POWERS OF THE MANAGER

3.1 Appointment of Manager. The operations of the Company shall be conducted by one or more managers ("Manager") who shall be appointed by the Member and may be removed by the Member at any time for any reason. The Company shall initially have one (1) Manager who, unless otherwise designated by the Member's Board of Directors, shall be the individual currently serving as the Executive Director at the Member's charter school. The initial Manager of the Company is therefore Lane Carlson.

In the event that the Manager is no longer serving as the Executive Director of the Member's charter school at any particular time (e.g., upon the death, resignation or removal), then the individual next serving as the Executive Director of the Member's charter school shall automatically and without further action succeed to serve as the next Manager of the Company. In the event that there is gap in time between Executive Directors of the Member's charter school or there is otherwise no designated Member of the Company at any time, then the President of the Member's Board of Directors shall automatically and without further action serve as the interim Manager of the Company until the Member's Board of Directors appoints a successor Manager. In addition, each member of the Board of Directors of the Member shall be authorized to act as the Manager of the Company until the successor Manager is appointed (unless the Member otherwise directs).

If the Company subsequently has more than one Manager, then the Company's Articles of Organization shall be amended to so provide, and all actions requiring the consent or approval of the "Manager" under this Agreement shall require the consent or approval of any Manager (and all references in this Agreement to the "Manager" shall mean and refer to any Manager).

3.2 Authority. The Manager shall have the responsibility and authority to manage the business, property and affairs of the Company in all respects, to execute and deliver on behalf of the Company such documents and instruments as it deems reasonably required in connection therewith and to enter into such contracts and to take such actions as it deems from time to time to be in the best interests of the Company. All third parties are entitled to rely upon the execution and delivery by any one (1) Manager of all documents on behalf of the Company as conclusive evidence that such documents have been duly and validly executed by and on behalf of the Company and are binding upon

the Company (without necessity of further evidence of authority on the part of any other Manager or the Member).

3.3 Resignation and Removal. The Manager may resign at any time by giving notice to such effect to the Member. The Manager's resignation shall take effect as of any future date specified in the notice or, if no future date is specified, immediately upon delivery of the notice. The Member may remove a Manager by notice to such Manager at any time. In the event of the sole Manager's death, resignation or removal, then the individual next serving as the Executive Director at the Member's charter school shall automatically and without further action serve as the Manager of the Company. In the event that there is gap in time between Executive Directors of the Member's charter school or there is otherwise no designated Member of the Company at any time, then the President of the Member's Board of Directors shall automatically and without further action serve as the interim Manager of the Company until the Member's Board of Directors appoints a successor Manager. In addition, each member of the Board of Directors of the Member shall be authorized to act as the Manager of the Company until the successor Manager is appointed (unless the Member otherwise directs).

3.4 Appointment of Officers. The Manager may, from time to time as it deems advisable, appoint officers of the Company (the "Officers") and assign in writing titles (including, without limitation, President, Vice President, Secretary and Treasurer) to any such person. Unless the Manager decides otherwise, if the title is one commonly used for officers of a business corporation formed under the California General Corporation Law, the assignment of such title constitutes the delegation to such person of the authorities and duties that are normally associated with that office, including, without limitation, the execution of documents, instruments and agreements in the name of and on behalf of the Company. Any delegation pursuant to this Section may be revoked at any time by the Manager in writing, or by the Member.

3.5 Time Devoted to Business. Neither the Manager, the Member, nor the Officers, if any, shall be required to devote their full time or efforts in furtherance of the business and affairs of the Company, but only so much of their time and efforts as are reasonably necessary to perform their duties and responsibilities to the Company.

3.6 Indemnification. The Company shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Manager, the Member and each of its and the Company's officers, employees and other agents (each, an "Agent") from, and against any liability, damage, cost, expense, loss, claim, or judgment incurred by the Agent arising out of any claim based upon acts performed or omitted to be performed in furtherance of the business and affairs of the Company, or as a consequence of such person's status as an Agent, including without limitation, attorneys' fees and costs incurred by the Agent in settlement or defense of such claims.

ARTICLE IV. INCOME AND FINANCIAL MATTERS

4.1 Company Tax Status: Allocation of Income to Member. For so long as the Company has only one Member, the Company is and shall remain a "disregarded entity" for federal and California income tax purposes, consistent with Article V below and its Articles of Organization, with the result that all income, expense and credit of the Company, as well as all of its assets and liabilities, shall, for income tax reporting purposes, be the income, expense and credit, and the assets and liabilities of the Member.

4.2 Capital Contributions. The Member is not required to make any capital contributions to

the Company, but may make such contributions that, in its sole and absolute discretion, are necessary and appropriate for the Company's business.

4.3 Distributions to Member. To the extent that the Company holds cash or cash equivalents in excess of the reasonable needs of its business, the Member may cause the Company to distribute such excess amounts to it.

4.4 Joint Account. So long as the Member maintains accurate and complete books of account that permit the ready identification of such assets that belong to the Company, the Member may hold the cash and cash equivalents of the Company jointly with those of its own for purposes of efficient cash management, including the achievement of higher rates of return on investments.

ARTICLE V. TAX EXEMPT STATUS

5.1 Income Tax Exemption. The Company shall be a title-holding entity for the Member within the meaning of Section 23701h of the California Revenue and Taxation Code. The Member is a California nonprofit public benefit corporation that is exempt from income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code and Section 23701d of the California Revenue and Taxation Code, and qualifies for exemption under Section 214 of the California Revenue and Taxation Code.

5.2 Property Tax Exemption. For purposes of qualifying for California's Welfare Exemption from real property taxation pursuant to the Board of Equalization's Rule 136, the Company shall comply with the following organizational requirements:

- (a) The Company is organized and operated exclusively for charitable purposes as specified in Section 214 of the California Revenue and Taxation Code.
- (b) The Company shall be operated exclusively to further the exempt purposes, as specified in Section 214 of the California Revenue and Taxation Code, of its Member.
- (c) The Member of the Company shall be a qualifying organization as specified in California Code of Regulations, Title 18, Section 136, Subsection (b)(1) or (b)(2).
- (d) No membership interest of the Company shall directly or indirectly transfer to any nonqualified person or entity.
- (e) The property owned by the Company is irrevocably dedicated to charitable purposes, as specified in Sections 214 and 214.01 of the California Revenue and Taxation Code.
- (f) Upon the dissolution or winding up of the Company, all assets remaining after payment, or provision of payment, of all debts and liabilities of the Company shall be distributed to its Member, which is organized and operated exclusively for exempt purposes, as specified in Section 214 of the California Revenue and Taxation Code, and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code or Section 23701d of the California Revenue and Taxation Code; and, if the Member is not so organized at the time of said dissolution, then to an organization which is so organized and operated and has established such tax exempt status.
- (g) Any amendment to the Articles of Organization of the Company or this Agreement shall be

consistent with Section 214 of the California Revenue and Taxation Code.

- (h) The Company is prohibited from merging with or converting into a for-profit entity.
- (i) The Company shall not distribute any assets to a Member that ceases to be an organization described in Section 214 of the California Revenue and Taxation Code.

ARTICLE VI. DISSOLUTION; WINDING UP

6.1 Dissolution. The Company shall be dissolved and its affairs wound up and terminated upon the first to occur of the following:

- (a) The determination of the Manager, as applicable, and of the Member to dissolve the Company;
- (b) The sale or other disposition of all or substantially all of the assets of the Company in one transaction or a series of related transactions; or
- (c) The occurrence of any event causing dissolution of the Company under the Act, unless the Company is continued as permitted under the Act.

6.2 Winding-Up. If the Company is dissolved pursuant to Section 6.1, the Manager together with the Member shall proceed to wind up the business and affairs of the Company in an orderly and expeditious fashion and otherwise in accordance with the requirements of the Act and Article V above. A reasonable amount of time shall be allowed for the period of winding-up in light of prevailing market conditions and so as to avoid undue loss in connection with any sale of Company assets. This Agreement shall remain in full force and effect and continue to govern the rights and obligations of the Member and the Manager, as applicable, and the conduct of the Company during the period of winding-up the Company's affairs. The Manager and the Member shall have and may exercise all powers reasonably necessary or desirable to carry out the liquidation and winding-up of the Company in accordance with the Act and Article V above.

ARTICLE VII. MISCELLANEOUS

7.1 Limitation of Liability. The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither any manager or officer of the Company nor the Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a manager, officer or member.

7.2 Rules of Construction. The captions in this Agreement are inserted only as a matter of convenience and in no way affect the terms or intent of any provision of this Agreement. All defined phrases, pronouns, and other variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the context may require. No provision of this Agreement shall be construed against a party hereto by reason of the extent to which such party or its counsel participated in the drafting hereof.

7.3 Choice of Law and Severability. This Agreement shall be construed in accordance with the internal laws of California. If any provision of this Agreement shall be contrary to the internal laws of California or any other applicable law, at the present time or in the future, such provision shall be

deemed null and void, but shall not affect the legality of the remaining provisions of this Agreement. This Agreement shall be deemed to be modified and amended so as to comply with applicable law and this Agreement shall then be construed in such a way as will best serve the intention of the parties at the time of the execution of this Agreement.

7.4 Entire Agreement. This Agreement, together with Company's Articles of Organization, as amended, contains the entire agreement with respect to the subject matter hereof and supersedes all prior agreements.

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

Redding School of the Arts,
a California nonprofit public benefit corporation

By: _____

Name: Lane Carlson

Its: Executive Director

DRAFT

Exhibit A
Consent to Serve as Manager of the Company

The undersigned consents and agrees to serve as the Manager of RSA Facilities, LLC, pursuant to the foregoing Operating Agreement dated as of August 10, 2023, which may be amended from time to time.

Dated: _____, 2023

By: _____
Name: Lane Carlson

DRAFT

RESOLUTION NO. 2023-24-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF
REDDING SCHOOL OF THE ARTS
DECLARING THE OFFICIAL INTENT OF REDDING SCHOOL OF THE ARTS
TO REIMBURSE ITSELF FROM THE PROCEEDS OF DEBT
FOR CAPITAL EXPENDITURES, CERTAIN PRELIMINARY
EXPENDITURES AND COSTS OF ISSUANCE TEMPORARILY
FUNDED FROM REVENUES OR OTHER SOURCES**

WHEREAS, Redding School of the Arts, a California nonprofit public benefit corporation (the "Corporation") is causing the formation of RSA Facilities, LLC, a California limited liability company ("RSA Facilities"), solely for the purpose of assisting the Corporation with the acquisition, completion and financing of the Project described in Section 1 hereof (the "Project"), and of which the Corporation will be the sole member, such that RSA Facilities will be a disregarded entity with respect to the Corporation for federal income tax purposes; and

WHEREAS, the Corporation, acting with and through RSA Facilities, desires to finance the acquisition and completion of the Project with the proceeds of debt; and

WHEREAS, the Corporation has paid, beginning no earlier than June 12, 2023, and following the date of adoption of this Resolution will continue to pay, on and after the date hereof, certain capital expenditures (the "Expenditures") in connection with the Project; and

WHEREAS, the Corporation has determined that those moneys previously advanced no earlier than June 12, 2023 (other than certain preliminary expenditures for architectural, engineering and similar costs, which may have been paid earlier), moneys available to the Corporation only for a temporary period to pay the Expenditures, and it is necessary to reimburse the Corporation for the Expenditures from the proceeds of tax-exempt bonds expected to be issued by the California School Finance Authority in one or more series, to be designated initially as California School Finance Authority Charter School Revenue Bonds (Redding School of the Arts Project), Series 2023 (the "Bonds"); and

WHEREAS, the Corporation is an organization described under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Corporation expects that the Bonds will be issued as "qualified 501(c)(3) bonds," and pursuant to the provisions of Treasury Regulations section 1.150-2(c)(2) promulgated under the Code, will be considered an issuer of the Bonds; and

WHEREAS, the Corporation intends that this Resolution be determined to be a declaration of official intent under Treasury Regulations section 1.150-2 to reimburse itself or to cause RSA Facilities on behalf of the Corporation to reimburse the Corporation with a portion of the proceeds of the sale of the Bonds for certain Expenditures for the Project in accordance with the Code; and

WHEREAS, in adopting this Official Intent Resolution the Corporation is not making any declaration of intent to reimburse as a matter of course or in amounts substantially in excess of the amounts expected to be necessary for the Project, and the Corporation does not have a pattern of failure to reimburse actual original expenditures covered by prior declarations of intent to reimburse, if any;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of Redding School of the Arts, as follows:

Section 1. Declaration of Official Intent. The Corporation hereby declares its intent:

- (a) that the Project shall consist primarily of the financing of the acquisition of land and the development, construction, furnishing and equipping of educational facilities located generally on vacant land adjacent to or in the vicinity of the Corporation's existing educational facilities at 955 Inspiration Place, Redding, California and making certain improvements thereto or in connection therewith;

- (b) that the issuance of the Bonds for the Project on behalf of the Corporation and RSA Facilities, LLC, be in an aggregate principal amount reasonably expected not to exceed \$12,000,000;
- (c) that the Corporation be reimbursed from the proceeds of the Bonds for the Expenditures with respect to the Project made on and after June 12, 2023 (other than certain preliminary expenditures for architectural, engineering and similar costs, which may have been paid earlier), and the Corporation reasonably expects on the date of the adoption of this Official Intent Resolution that it will reimburse or cause RSA Facilities, LLC, on behalf of the Corporation to reimburse the Expenditures with the proceeds of the sale of the Bonds;
- (d) that this Official Intent Resolution, is hereby determined to be a declaration of official intent under Treasury Regulations section 1.150-2 promulgated under the Code; and
- (e) that the Corporation will make or cause to be made written allocations that evidence the Corporation's use of proceeds of the Bonds (whether directly or through RSA Facilities, LLC, acting on behalf of the Corporation) to reimburse Expenditures with respect to the Project no later than 18 months after the later of the date when such Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which such Expenditure is paid.

Section 2. Effective Date. This Official Intent Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED by the Board of Directors of Redding School of the Arts at a regular meeting thereof held August 10, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

RSA Governing Board President

RSA Governing Board Secretary

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

Financial Reporting

SUBJECT: Agenda Item 2.4 – Update Authorized Signers on the RSA
Umpqua Bank Accounts

- 2.4.1 Remove Lisa Stewart as authorized signer on the Main Checking Account
- 2.4.2 Add new Board Treasurer as authorized signer on the Main Checking Account
- 2.4.3 Remove Lisa Stewart as authorized signer on the K-8 Student Body Account
- 2.4.4 Add new Board Treasurer & Sophia Zaniroli as authorized signers on the K-8 Student Body Account

PREPARER: Lane Carlson

RECOMMENDATION: Discussion/Action to Approve Authorized Signers

BACKGROUND:

The Governing Board will annually review the list of personnel who are authorized signers on the school's bank accounts. The list will be updated to comply with RSA's internal control policies.

RSA seeks approval in order to remove Lisa Stewart as authorized signer on the Main Checking Account & K-8 Student Body Account.

RSA proposes to add the new board treasurer as authorized signer in her place.

REFERENCE:

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

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

Financial Reporting

SUBJECT: Agenda Item 2.5 – Update Authorized Signers on the RSA
Tri-Counties Bank Savings Account

- 2.5.1 Remove Lisa Stewart as authorized signer on the Scholarship Account
- 2.5.2 Add new Board Treasurer as authorized signer on the Scholarship Account

PREPARER: Lane Carlson

RECOMMENDATION: Discussion/Action to Approve Authorized Signers

BACKGROUND:

The Governing Board will annually review the list of personnel who are authorized signers on the school's bank accounts. The list will be updated to comply with RSA's internal control policies.

RSA seeks approval in order to remove Lisa Stewart as authorized signer on the Tri Counties Scholarship Savings Account.

RSA proposes to add the new board treasurer as authorized signer in her place.

REFERENCE:

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

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

Policy Review & Amendments

SUBJECT: Agenda Item 2.6 – 2023/24 High School Graduation
Requirements/Course Catalog

PREPARER: Lane Carlson

RECOMMENDATION: Discussion/Action to Approve

BACKGROUND:

The Governing Board will review the proposed High School Course Catalog before taking action to approve. The catalog has been updated and outlines the coursework and graduation requirements for high school students for the 2023/24 school year.

- See Attached: 2023/24 High School Graduation Requirements/Course Catalog

REFERENCE:
RSA Policies & Procedures/Governing Board Policies/Policy Adoption



REDDING SCHOOL of the ARTS

WHERE EDUCATION AND THE ARTS CONNECT

雷丁艺术学校
教育与艺术融合的舞台/殿堂

High School Course Catalog 2023-2024

Adopted:

Redding School of the Arts
955 Inspiration Place – Redding CA 96003 Phone:
(530) 247-6933 / FAX (530) 243-4318

The mission of Redding School of the Arts, where education and the arts connect, is to educate K- 12 students who have an interest in visual and performing arts and cultivate their knowledge and skills for the betterment of their local and global community. Utilizing an interdisciplinary theme based approach, students will learn to read, write, speak, problem solve, use technology and sustainable practices. RSA seeks to accomplish its goal of high academic and behavioral standards through a student centered, multicultural and multilingual environment with an emphasis on the arts. This charter school will enable students to become literate, self-motivated and life-long learners who participate in the art of their community.

Redding School of the Arts (“RSA” or “the School”) does not discriminate against any student or employee based on actual or perceived characteristics of nationality, race, ethnicity, religion, sex, gender, ethnic group identification, age, national origin, ancestry, immigration status, genetic characteristics, mental or physical disability, marital status, sexual orientation, gender identity, gender expression or association with a person or group with one or more of these actual or perceived characteristics or other category protected by law.

Redding School of the Arts High School Graduation Requirements and Comparison

High School Subject Area	RSA	State Mandated Requirements	UC Requirements for Freshman Admissions	CSU Requirements for Freshman Admissions	SUHSD	AUHSD
English	Four Years (40 Credits)	Three Years	Four years of approved courses	Four years of approved courses	Four Years (40 Credits)	Four Years (40 Credits)
Mathematics	Three Years (30 Credits)	Two years, including Algebra I, beginning in 2003–04. (EC Section 51224.5)	Three years, including algebra, geometry, and intermediate algebra. Four years recommended.	Three years, including algebra, intermediate algebra, and geometry.	Three Years (30 Credits)	Four Years (40 Credits)
Social Studies/Science	Three Years	Three years of history/social studies	Two years of history/social science	Two years	Four Years (40 Credits)	Four Years (40 Credits)
Science	Three Years (30 Credits)	Two years, including biological and physical sciences.	Two years with lab required, chosen from biology, chemistry, and physics. Three years recommended.	Two years, including one year of biological and one year of physical science with lab.	Three Years (lab) (30 Credits)	Two Years (20 Credits)
Foreign Language	Two Years (20 Credits)	One year of either visual and performing arts, foreign language, or career technical education**.	Two years in same language required. Three years recommended.	Two years in same language required.	Two Years (20 Credits)	Two Years (20 Credits)
Visual and Performing and/or Vocational Arts	Two Years (One year VAPA + One year VAPA or Vocational (20 Credits)	One year of either visual and performing arts, foreign language, or career technical education**.	One year of visual and performing arts chosen from the following: dance, drama/theater, music, or visual art.	One year of visual and performing arts chosen from the following: dance, drama/theater, music, or visual art.	One Year Visual/Performing + One Year Practical/Vocational (20 Credits)	One Year Visual/Performing or Foreign Lang. + One Year Vocational (20 Credits)
Physical Education	Two Years (20 Credits)	Two years	Not Applicable	Not Applicable	Two Years (20 Credits)	Two Years (20 Credits)
Electives	50 Credits including VAPA	Not Applicable	One year***	One year***	50 Credits	50 Credits
Total	230 Credits	13 Courses	15 Courses (7 in the last two years of high school)	15 Courses	230 Credits	230 Credits

English Courses:

CP ENGLISH 9

A standards-based foundational course for freshmen, this course focuses on a study of literary genres and informational texts. Students develop initial understanding of both the structure and the meaning of a literary work and explore the effect of the literary form in regards to interpretation. Students will also read across the curriculum to develop academic and personal interests in different subjects. In conjunction with reading skills, students will demonstrate competency in a variety of writing genres: argumentative, informational/expository, and narrative. They will also engage in research, timed writings, and the writing process. Instruction in language conventions will occur within the context of reading, writing, and speaking, rather than in isolation. Students will also demonstrate an understanding of speaking and listening for a variety of purposes.

Meets UC/CSU "b" requirement

CP ENGLISH 10

This course builds upon the 9th Grade CP English I course through a continued focus on a study of literary genres and informational texts. Students will develop an understanding that theme is what relates literature to life and that themes are recurring in the literary world, and students will explore the effect of themes in regard to interpretation. Students will also read across the curriculum to develop academic and personal interests in different subjects. While the focus of composition studies is writing argument in tenth grade literature, students will also demonstrate competency in informative/expository and narrative writing genres. They will also engage in research, timed writings, and the writing process. Instruction in language conventions will occur within the context of reading, writing, and speaking, rather than in isolation. Students will also demonstrate an understanding of speaking and listening for a variety of purposes.

Meets UC/CSU "b" requirement

CP ENGLISH 11

This course is a survey of American Literature from the Colonial Period to the Modern Era. It builds upon the 10th Grade CP English II course through a focus on the acquisition of higher level reading, writing, speaking, listening, and language skills. This course focuses on the analysis of American literature from a variety of historical, political and cultural perspectives. These literary works include both non-fiction (journals, expository articles, speeches) and fiction (poetry, novels, drama). Students are encouraged to make connections between literature and history while continuing to refine and practice their skills writing argumentative, informative/explanatory, and narrative compositions. They will also engage in research, timed writing, and the writing process. Instruction in language conventions will occur within the context of reading, writing, and speaking. Students will also demonstrate an understanding of speaking and listening for a variety of purposes. Outside reading and writing assignments will further develop students' vocabulary and critical thinking.

Meets UC/CSU "b" requirement

Mathematics Courses:

CP Math 1

The fundamental purpose of CP Math 1 is to formalize and extend students' understanding of linear functions and their applications. The critical topics of study deepen and extend understanding of linear relationships, in part by contrasting them with exponential phenomena and in part by applying linear models to data that exhibit a linear trend. CP Math 1 uses properties and theorems involving congruent figures to deepen and extend understanding of geometric knowledge from prior grades. CP Math 1 builds on prior experiences with

data, developing a more formal means of assessing how a model fits the data.

Meets UC/CSU "c" requirement.

CP Math 2

The focus of CP Math 2 is on quadratic expressions, equations, and functions, and comparing their characteristics and behavior to those of linear and exponential relationships from CP Math 1. The need for extending the set of rational numbers arises and real and complex numbers are introduced. The link between probability and data is explored through conditional probability and counting methods, including their use in making and evaluating decisions. The study of similarity leads to an understanding of right triangle trigonometry and connects to quadratics through Pythagorean relationships. Circles, with their quadratic algebraic representations, round out the course.

Meets UC/CSU "c" requirement.

CP Math 3

Integrated Math III is the third course of a three course sequence including Integrated Math I, II, and III. This course utilizes a problem-centered approach. This course weaves content standards from Algebra 1, Geometry, Algebra 2 and Statistics at an intermediate to advanced level including coordinate geometry, circles and other conic sections, binomial distributions, permutations and combinations, exponential and logarithmic functions, rates of change, derivatives, trigonometry and quadratics.

Meets UC/CSU "c" requirement.

Math Fundamentals

Math Fundamentals is for students identified as being below grade level and needing remedial coursework in order to prepare for Integrated Mathematics. This course is designed to accelerate student growth in mathematics skills in order to attain grade-level proficiency. Math Readiness covers basic mathematical foundations, rates and ratios, variables and proportions, and systems of equations.

Physical Education Courses:

PE Course 1

Course 1 is an integral part of the educational program for all students. *NOTE: All Freshmen must take P.E. unless there is a medical waiver. 9th grade students will participate in the California Physical Fitness Test.*

Course contains Health Education: This unit covers the following topics: Nutrition and Physical Activity, Growth, Development, and Sexual Health (curriculum will be made available for preview and opt-out optional prior to unit), Injury Prevention and Safety, Alcohol, Tobacco, and Other Drugs, Mental, Emotional, and Social Health, and Personal and Community Health.

PE Course 2

To fulfill the requirement for high school graduation, students must pass two years of physical education in high school. All students are required to complete a second year of P.E. or an elective course that fulfills this requirement.

Prerequisites: PE Course 1- Open to 10th-12th graders

Independent Studies PE

This program is designed for students who are involved in a competitive or organized sport or physical activity outside of school and who apply the first two weeks of the semester for credit/permission. The student must apply by PE/Independent Study Petition and get appropriate signatures to be turned in to their counselor at the

beginning of the semester in order to be approved for this alternative. Petition must be turned in by the second week of the semester.

Students must be involved in the sport/activity throughout the semester for at least 5 hours per week. Students will not receive a letter grade but instead, upon completion and handing in the appropriate petition and time sheets by the due dates, they will receive the mark "CR" and will gain 5.0 credits in P.E.* Students should see their counselor for more information.

Prerequisites: PE Course 1- Open to 10th-12th graders

Open to 10th graders (All 9th graders must take PE, and all students must fulfill a second year of PE prior to graduation)

Science Courses:

Earth Science - Articulated College Course ESCI 1 - THE ACTIVE EARTH (4 college units possible)

This course is an introduction to the physical processes that drive Earth as a dynamic planet. Both internal and external processes are considered as well as their inter-relationships. Discussion in the course will include Earth's internal structure, plate tectonics, minerals and rocks and their origins, surface processes, geologic structures such as faulting and folding, metamorphism, sedimentation, soil formation, geologic time including radiometric methods, geologic hazards such as earthquakes, volcanism, mass wasting, flooding, and the vital nature of Earth materials to society. Laboratory activities will focus on the application of classroom concepts and will include mineral and rock identification, geologic structures, topographic and geologic map use, use of remote imagery, recognition of landforms, geologic time, seismology, and volcanism. Lecture and laboratory will consider geologically produced and influenced natural resources, their exploitation, and concepts centered about sustainable uses.

*Meets UC/CSU "d" requirement. . *(CSU/UC transferable) if student successfully passes college final*

Biology

Biology is a lab-based, conceptually taught coordinated science class. It emphasizes the science of ecology and the environment, cells, genetics and evolution, and human systems. Students enrolled in the CP English II class should take CP Biology.

Meets UC/CSU "d" requirement.

Social Science Courses:

Personal and Cultural Development

This 9th grade social studies course is designed to allow students to experience their first college coursework in a low stakes, fully supported environment in the Fall, then study how humans have understood, used, and changed the surface of Earth in the Spring. Course taught by an RSA credentialed Social Studies Teacher.

- **Fall Semester: STU-1 College Success (3 College Units):** This course is designed to help students increase their academic potential and begin learning and applying strategies for success in college and life-long learning. Topics include discovering personal and academic goals, self-discovery, study strategies, critical thinking, communication skills, and college resources and policies. This course may be offered in a distance education format.
- **Spring Semester: Human Geography:** This course examines the relationships among world cultures in order to investigate population, religion, language, and other societal characteristics from a spatial viewpoint. The role that physical geography plays in determining cultural attitudes and the influence that cultural geography has on the natural ecology are also discussed.

World Civilizations

Students will study the history of world civilizations through a combination of Dual Enrolled Shasta College courses taught by an RSA credentialed Social Studies Teacher.

- **HIST-2 World Civilization to 1500 CE (3 College Units)** This course is a comparative survey of the major ancient world civilizations which developed between 3500 B.C.E. and 1500 C.E. It examines political institutions, religious ideologies, the rise and fall of empires, and the major cultural innovations of each of the major world civilizations.
- **HIST-3 World Civilization/1500-Present (3 College Units)** This course offers a survey of the development of the major civilizations of the world from 1500 to the present. The focus is on the political, economic, social, intellectual, and religious forces in Africa, the Americas, Asia, and Europe from 1500 to the present day. This course offers multiple perspectives of the dynamic interaction of peoples and cultures that shaped this era of world history.

Meets UC/CSU "a" requirement

United States History

Students will study the history of the United States through a combination of Dual Enrolled Shasta College courses taught by an RSA credentialed Social Studies Teacher.

- **HIST 17A UNITED STATES HISTORY (3 College Units)** This course is a survey of the history of the United States from Pre-Columbian peoples to the end of Reconstruction. Topics include contact and settlement of America, the movement toward independence, the formation of a new nation and Constitution, westward expansion and Manifest Destiny, the causes and consequences of the Civil War, and Reconstruction. This course satisfies the CSU requirement for US History (US-1). (CSU/UC transferable)
- **HIST 17B UNITED STATES HISTORY (3 College Units)** This course is a survey of the history of the United States from 1877 to the present. The course covers the rise of industrialization, the expansion of America into world affairs, the causes and results of the Great Depression, the world wars of the 20th century, the Cold War, and post 9/11 America. This course satisfies the CSU requirement for US History (US-1). (CSU/UC transferable)

Meets UC/CSU "a" requirement

2023-24 Elective Course Offerings

Foundations of Art

Foundations of Art provides an introduction to the elements and principles of design, which are essential for creating visually engaging work in any medium. This year-long course offers various projects in the core art disciplines such as drawing, painting, ceramics, printmaking, and sculpture.

Mid-year transfers require some previous art experience, such as enrollment in an art course, teacher approval based upon examination or drawing evaluation.

Meets UC/CSU "f" requirement. Prerequisites: None - Open to all grades

Exploration of Art

In this year-long course students move into four intensive quarters studying drawing, painting, ceramics, and sculpture:

Quarter 1- Drawing 1

Drawing 1 focuses on the development of drawing skills. Students learn “to see” and observe small changes in value and shape, which allow them to translate three-dimensional forms onto a two-dimensional piece of paper. Exercises and projects will train the eye to notice small nuances and changes, allowing not only for growth in drawing but also in other mediums. Students will work on a variety of exercises and projects advancing from still life to models, and using a variety of mediums, including charcoal, pencil, pen, and pastel.

Quarter 2- Painting 1

In Painting 1, students will learn the technical skills required for painting. Students will work in acrylic mediums and learn the elements of color theory and composition. Students will learn the techniques associated with portraying value, the painting of light, and three-dimensional forms.

Quarter 3- Ceramics 1

In Ceramics 1, students will learn hand-building and wheel-throwing techniques. Students will practice slab construction, coil building, pinching, and throwing. While using these techniques, students will learn the properties of clay and fundamental practices of glazing and firing.

Quarter 4- Sculpture Studio 1

In sculpture 1, students develop three dimensional skills and concepts, learning to problem solve and adjust as they create three dimensional forms. Students will learn how to work with wood, metal, and mold/casting processes. This course is not limited to specific materials and may require investigation into new materials, techniques, and concepts as students problem solve and create their own conceptual ideas.

Meets UC/CSU “f” requirement. Prerequisites: Foundations of Art, Art I or equivalent based upon examination or drawing evaluation - Open to Sophomore and Juniors

Photography/ Digital Art and Illustration (Semester: 1 credit: 1 day/week extended day)

Part 1:Photography 1

Photography 1 teaches students how a camera works and the fundamentals of how to use DSLR (digital single len reflex) cameras. Students will learn principles of exposure: aperture, shutter speed, and ISO. They will gain experience using the photographic triangle to capture light and movement.

Part 2: Digital Art & Illustration

In Digital Art and Illustration, students will learn how to create digital illustrations using Procreate on an iPad. The course will teach students how to use the key features of digital illustration, including brushes, color, and blending and will offer them experience using layers, a key characteristic of digital art. Through this course, students will gain familiarity with the interface and program that are changing the illustration world.

Ceramics Studio (Semester: 1 credit 1 day/week extended day)

In Ceramics Studio, students will continue to build upon processes and techniques learned in Foundations of Art and/or Exploration of Art, working on the complexity of their forms on the wheel and hand built sculptures. In this after school course, students will have more flexibility to design and complete projects of their choosing.

This course is offered to students who have had some beginning or intermediate instrumental training. Instruction involves group practice and individual lessons. Emphasis is also placed on fundamentals and instrumental techniques. Students are required to be at several performances.

Meets UC/CSU "f" requirement. Prerequisites: Admission by consent of the instructor - Open to all grades

Concert Choir

Students will work toward developing skills in music theory basics such as solfege, major and minor scales, notation, and harmony. Students will learn musicianship basics such as dynamics, tempo and phrasing. Students will learn and listen to music from other cultures and time periods, including but not limited to baroque, romantic, classical, and expressionist eras. Students will be exposed to singing music in other languages and the basics of diction.

There will be a recital at the end of each semester where students can perform from the pieces they worked to refine during the course.

Meets UC/CSU "f" requirement.

Dance

Beginning/Intermediate Dance

This class focuses on the study of multiple dance forms including ballet, lyrical, jazz, and musical theatre. Students gain the ability to perform in these disciplines, learning to use style and expression. Students will be required to perform aerobic exercises throughout the year, which include running, aerobics, Pilates, yoga, and conditioning exercises. Public performances are held at least twice during the school year. Dance history, injury prevention, nutrition, and analysis of dance are also components of this class.

*** Fulfills the 2nd year PE Requirement** *Meets UC/CSU "f" requirement.* **Prerequisite: Audition for placement**

Intermediate/Advanced Dance

This course focuses on the advanced study of multiple dance forms including ballet, lyrical, jazz, and musical theatre. Students gain the ability to perform in all disciplines with a strong understanding of style and expression. Students participating in this course will demonstrate excellent writing and communication skills on dance topics. This class includes opportunities for student choreography. Students will be required to perform aerobic exercises throughout the year, which include running, aerobics, Pilates, yoga, and conditioning exercises. Students perform twice a year. Dance history, injury prevention, nutrition, and analysis of dance are also components of this class.

*** Fulfills the 2nd year PE Requirement** *Meets UC/CSU "f" requirement.* **Prerequisite: Audition for placement**

Drama

This course introduces the students to the theatrical arts with an emphasis on creativity, collaboration, and perseverance. This course consists of theater vocabulary, physical acting, vocal acting and oral interpretation. Students will study acting for the camera, theatre history, improvisation, stage spaces, and analysis of dramatic productions. Students will have the opportunity to share their skills with public performances.

Meets UC/CSU "f" requirement.

French I

French I is designed to develop proficiency in understanding spoken and written French. Comprehensible Input techniques permit acquisition of the highest frequency language structures, enabling communication of high level

concepts using simple language. Students begin to gain insight into the culture of francophone countries of the world. Materials and methods used in this course meet the ACTFL standards.

Meets UC/ CSU "e" requirement.

French II

In French II, students continue to widen the range of vocabulary and grammar which they understand in spoken and written French. Comprehensible Input continues to be the pedagogical approach, enabling more sustained listening and reading and promoting increasingly confident response in speaking and writing. Students continue to learn about the culture of France and other francophone countries. Materials and methods used in this course meet the ACTFL standards.

Meets UC/ CSU "e" requirement. Prerequisites: French I

Dual Enrolled CHIN 1: Mandarin Chinese 1 (5 College Units)

Mandarin I is designed for beginners of Chinese language who desire to acquire the basics of the language for functional and practical proficiency. This course integrates the four basic language skills of listening, speaking, reading, and writing through various means of practice in the use of the target language. It will familiarize students with basic oral communication skills with an emphasis on idiomatic expressions, basic grammar and vocabulary to develop functional language skills. Course activities include class participation, discussions, drills and games, reading and writing practice, group and paired activities, videos, and music. Facts about history, culture and customs of China will also be presented to help students understand a nation that is culturally distinct from their own. Materials and methods used in this course meet the ACTFL standards for Foreign Language Learning.

Meets UC/ CSU "e" requirement. Prerequisites: None

Percussion and Movement

Students will obtain comprehension and competence of basic rhythm, ability to read and understand note durations and pattern sequences. Play and create rhythmic patterns and sequences using percussive techniques including stomping, clapping, snapping, as well as on formal instruments. Class will also explore creating percussion instruments from everyday objects, and learn the multicultural history of percussion.

Class will plan to do a minimum of one performance per semester that will incorporate visual art/theatrical elements including acting, lighting, and dance/choreography.

*** Fulfills the 2nd year PE Requirement** *Meets UC/CSU "f" requirement.*

Robotics

This course explores the interaction of science and technology and is designed to interest students in the field of robotics and motivate them to pursue advanced education in science and engineering. Students will apply the scientific method and build on physics and mathematics concepts. Students will work in small groups to research, design, program, and construct robotic devices.

Meets UC/CSU "d" requirement. Prerequisites: None

Study Hall

Students receive elective credit for Study Hall.

Prerequisites: Open to grades 9-10 if schedule allows

Teacher Assistant

Students receive elective credit for assisting teachers or school staff on days when their block class is not in session. Credit will be prorated based on the number of days/week.

Prerequisites: Open to grades 9-10 for students taking "Block" electives

Journalism/Yearbook

Students in this course will create multiple publications including the yearbook. The course involves selling advertisements, taking pictures, copywriting, and preparing layout for documents. A high degree of responsibility and commitment is required of staff members. The course may require time spent after school. This course fulfills the Practical/Vocational Arts graduation requirement. Students may repeat this course for elective credit.

Meets UC/CSU "g" requirement. **Prerequisites:** None

Grading and Transcripts

Quarter Grades - Grades will become available on Aeries in the middle of each semester (about the ninth week of the semester). These grades are formal reports on student progress, but they are not permanent grades and they do not carry any credit. They are not part of the permanent school record..

Semester Grades - Semester grades will be available to students on Aeries at the end of each semester. These grades carry final credit and are considered permanent grades. These grades become part of the student's official transcript.

Dual Enrolled College Course Grades - Students will have an additional grade point awarded for courses which are designated College Courses. Students must receive a grade of "C" or better in the course to receive a weighted grade.

Student Transcripts – Unofficial student transcripts are available upon request and can usually be provided the same day as requested. Official transcripts must be requested in writing and may take up to a week. Grades for courses taken concurrently at outside institutions (i.e., Shasta College) may be posted on a student's transcript upon request. Once a grade is posted on the transcript, it cannot be removed.

College Credit

Course	Type	Year	College Units	Fulfills
STU 1 (embedded in Personal and Cultural Development)	Facilitated	9th	3	Associates GE - Category 5
ESCI 1 THE ACTIVE EARTH (Earth Science)	Articulated	9th	4	IGETC - Area 5
HIST 2 (embedded in World Civilizations)	Dual Enrolled	10th	3	IGETC - Area 3 or 4
HIST 3 (embedded in World Civilizations)	Dual Enrolled	10th	3	IGETC - Area 3 or 4
HIST 17A (embedded in U.S. History)	Dual Enrolled	11th	3	IGETC - Area 3 or 4
HIST 17B (embedded in U.S. History)	Dual Enrolled	11th	3	IGETC - Area 3 or 4

Optional College Credit

Course	Type	Year	College Units	Fulfills
CHIN 1: Mandarin Chinese 1 (Elective Choice)	Dual Enrolled	Any	5	IGETC - Area 6

***College Credit Course Type Definitions:**

Dual Enrolled - High school teacher who meets minimum qualifications to teach at Shasta College teaches course at the high school.

Facilitated - Online course is scheduled specifically for high school students. Students log into the class during a class period in their regular day and high school teacher facilitates learning.

Articulated - A high school course or program that the faculty in the appropriate discipline have determined to be comparable to specific community college course for specific purposes. Credit is based on whether a student passes the final exam with a B or above and the student must formally request credit from Shasta College.

DRAFT

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

Policy Review & Amendments

SUBJECT: Agenda Item 2.7 – Amended

- 2.7.1 Bylaws & Articles of Incorporation
- 2.7.2 Board Duties & Responsibility: Delegation of Powers
- 2.7.3 Code of Ethics for Board Members
- 2.7.4 Procedure for Policy Adoption

PREPARER: Lane Carlson

RECOMMENDATION: Discussion/Action to Approve

BACKGROUND:

The Policy Review Committee met on 6/26/23. The policies have been amended to reflect current procedures and are submitted for final board approval.

REFERENCE:
RSA Policies & Procedures/Governing Board Policies/Policy Adoption

**BYLAWS
OF
REDDING SCHOOL OF THE ARTS
(A California Nonprofit Public Benefit Corporation)**

**ARTICLE I
NAME**

Section 1. NAME. The name of this corporation is Redding School of the Arts.

**ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION**

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is [955 Inspiration Place](#)~~2200 Eureka Way~~, Redding, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

**ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS**

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this corporation is to manage, operate, guide, direct and promote the Redding School of the Arts (“Charter School”), a California public charter school. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

**ARTICLE IV
CONSTRUCTION AND DEFINITIONS**

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term “person” includes both a legal entity and a natural person.

**ARTICLE V
DEDICATION OF ASSETS**

Section 1. DEDICATION OF ASSETS. This corporation’s assets are irrevocably dedicated to public benefit purposes as set forth in the Charter School’s Charter. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code Section 501(c)(3).

**ARTICLE VI
CORPORATIONS WITHOUT MEMBERS**

Section 1. CORPORATIONS WITHOUT MEMBERS. This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The corporation’s Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

**ARTICLE VII
BOARD OF DIRECTORS**

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation’s activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors (“Board”). The Board may delegate the management of the corporation’s activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

- a. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.
- b. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in California for holding any meeting of members.

- c. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
- d. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

Section 3. DESIGNATED DIRECTORS AND TERMS. The number of directors shall be no less than six (6) and no more than nine (9), unless changed by amendments to these bylaws. Pursuant to the terms of the Charter School's Charter, one (1) Board seat shall always be held by a Charter School founder. All directors shall be designated by the existing Board of Directors at the corporation's annual meeting of the Board of Directors.

The initial Board of Directors shall be as follows:

<u>NAME</u>	<u>EXPIRATION OF TERM</u>
Jeanne Neves (community)	June 2006
Jean Hatch (founder)	June 2006
Mary Hall (parent)	June 2006
Becky Call (teacher)	June 2007
Scott Putnam (community)	June 2007
To Be Determined (community)	June 2007

Section 4. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No more than 49 percent of the persons serving on the Board of Directors may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the corporation. The Board may adopt other policies circumscribing potential conflicts of interest.

Section 5. DIRECTORS' TERM. Each director shall hold office for two (2) years and until a successor director has been designated and qualified.

Section 6. NOMINATIONS BY COMMITTEE. The chairman of the Board of Directors or, if none, the president will appoint a committee to designate qualified candidates for election to the Board of Directors at least thirty (30) days before the date of any election of directors. The nominating committee shall make its report at least seven (7) days before the date of the election or at such other time as the Board of Directors may set and the secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by the committee.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. If more people have been nominated for director than can be elected, no corporation funds may be expended to support a nominee without the Board's authorization.

Section 8. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death or resignation of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; or (d) the failure of members, at any meeting of members at which any director or directors are to be elected, to elect the number of directors required to be elected at such meeting; and (e) termination of employment with the Charter School.

Section 9. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the chairman of the Board, if any, or to the president or the secretary of the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

Section 11. REMOVAL OF DIRECTORS. Any director may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act. (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a director shall be filled as provided in Section 12.

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (1) the unanimous consent of the directors then in office, (2) the affirmative vote of a majority of the directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211, or (3) a sole remaining director.

Section 13. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 14. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the corporation. The Board of Directors may designate that a meeting be held at any place within California that has been designated by resolution of the Board of Directors or in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 15. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act ("Brown Act"). (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code).

The Board of Directors shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as may be specified and noticed by resolution of the Board of Directors.

Section 16. REGULAR MEETINGS. Regular meetings of the Board of Directors, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board of Directors. At least 72 hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 17. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board of Directors, if there is such an officer, the President, the Secretary, or any two Directors. The party calling a special meeting shall determine the place, date, and time thereof.

Section 18. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours notice is given to each Director and to the public through the posting of an agenda. Pursuant to the Brown Act, the Board of Directors shall adhere to the following notice requirements for special meetings:

- a. Any such notice shall be addressed or delivered to each Director at the Director's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the Director for purposes of notice, or, if an address is not shown on the Corporation's records or is not readily ascertainable, at the place at which the meetings of the Directors are regularly held.
- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.
- c. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 19. QUORUM. A majority of the voting directors then in office shall constitute a quorum. All acts or decisions of the Board of Directors will be by majority vote based upon the presence of a quorum. Should there be fewer than a majority of the directors present at any meeting, the meeting shall be adjourned. Voting directors may not vote by proxy.

Section 20. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of the school district in which the Charter School operates;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;¹
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and
- f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not to give their name when entering the conference call.²

Section 21. ADJOURNMENT. A majority of the directors' present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 22. COMPENSATION AND REIMBURSEMENT. Directors shall not receive such compensation, if any, for their services as directors or officers, and such reimbursement of expenses, as the Board of Directors may establish by resolution to be just and reasonable as to the corporation at the time that the resolution is adopted.

Section 23. CREATION OF POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees, to serve at the pleasure of the Board. Committees may be structured so that they report to the Charter School Executive Director. Appointments to committees of the Board of Directors shall be by majority vote of the authorized number of directors. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

- a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of a majority of all members;
- b. Fill vacancies on the Board of Directors or any committee of the Board;

¹ This means that members of the Board of Directors who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

² The Brown Act prohibits requiring members of the public to register his/her name as a condition of attendance at the meeting.

- c. Fix compensation of the directors for serving on the Board of Directors or on any committee;
- d. Amend or repeal bylaws or adopt new bylaws;
- e. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;
- f. Create any other committees of the Board of Directors or appoint the members of committees of the Board;
- g. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or
- h. Approve any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest.

Section 24. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors' actions and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by board of Directors' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 25. NON-LIABILITY OF DIRECTORS. No Director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 26. COMPLIANCE WITH LAWS AND GOVERNING STUDENT RECORDS. The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232(g) and attendant regulations as they may be amended from time to time.

ARTICLE VIII OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of this corporation shall be a president, a secretary, and a chief financial officer. The corporation, at the Board's direction, may also have a chairman of the Board, one or more vice-presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed under Article VIII, Section 4, of these bylaws. The officers in addition to the corporate duties set forth in the Article VIII shall also have administrative duties as set forth in any applicable contract for employment or job specification.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the secretary nor the chief financial officer may serve concurrently as either the president or the chairman of the Board.

Section 3. ELECTION OF OFFICERS. The officers of this corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 4. APPOINTMENT OF OTHER OFFICERS. The Board of Directors may appoint and authorize the chairman of the Board, the president, or another officer to appoint any other officers that the corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the Board.

Section 5. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause. An officer who was not chosen by the Board of Directors may be removed by any other officer on whom the Board of Directors confers the power of removal.

Section 6. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

Section 7. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided however, that vacancies need not be filled on an annual basis.

Section 8. CHAIRMAN OF THE BOARD. If a chairman of the Board of Directors is elected, he or she shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. If there is no president, the chairman of the Board of Directors shall also be the chief executive officer and shall have the powers and duties of the president of the corporation set forth in these bylaws. If a chairman of the Board of Directors is elected, there shall also be a vice-chairman of the Board of Directors. In the absence of the chairman, the vice-chairman shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 9. PRESIDENT. Subject to such supervisory powers as the Board of Directors may give to the chairman of the Board, if any, and subject to the control of the Board, and subject to president's contract of employment, the president shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The president shall preside at all members meetings and, in the absence of the chairman of the Board, or if none, at all Board of Directors' meetings. The president shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 10. VICE-PRESIDENTS. If the president is absent or disabled, the vice-presidents, if any, in order of their rank as fixed by the Board, or, if not ranked, a vice-president designated by the Board, shall perform all duties of the president. When so acting, a vice-president shall have all powers of and be subject to all restrictions on the president. The vice-presidents shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 11. SECRETARY. The secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board, and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; and the names of persons present at Board of Directors and committee meetings.

The secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The secretary shall give, or cause to be given, notice of all meetings of members, of the Board, and of committees of the Board of Directors that these bylaws require to be given. The secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 12. CHIEF FINANCIAL OFFICER. The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The chief financial officer shall send or cause to be given to the members and directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The chief financial officer shall (i) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Directors may designate; (ii) disburse the corporation's funds as the Board of Directors may order; (iii) render to the president, chairman of the Board, if any, and the Board, when requested, an account of all transactions as chief financial officer and of the financial condition of the corporation; and (iv) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

If required by the Board, the chief financial officer shall give the corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the corporation of all its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the chief financial officer on his or her death, resignation, retirement, or removal from office.

ARTICLE IX CONTRACTS WITH DIRECTORS

The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of this Corporation's directors are directors have a material financial interest) unless all of the following apply:

- a. The director with a material financial interest in the proposed contract or transaction fully discloses his/her financial interest in such contract or transaction in good faith and said disclosure is noted in the Board of Directors meeting minutes.

- b. The director with a material financial interest in the proposed contract or transaction recuses himself/herself from any participation whatsoever in the proposed contract or transaction (i.e., the interested director who recuses himself/herself shall refrain from voting on the matter and shall leave the room during Board discussion and when the final vote is taken).
- c. Such contract or transaction is authorized in good faith by a majority of the Board of Directors by a vote sufficient for that purpose.
- d. Before authorizing or approving the transaction, the Board of Directors considers and in good faith decides after reasonable investigation that the corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances.
- e. The corporation for its own benefit enters into the transaction, which is fair and reasonable to the corporation at the time the transaction was entered into.

This Section does not apply to a transaction that is part of an educational or charitable program of this corporation if it (a) is approved or authorized by the corporation in good faith and without unjustified favoritism and (b) results in a benefit to one or more directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

ARTICLE X CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

Section 1. **CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES.** The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Redding School of the Arts Conflict of Interest Policy have been fulfilled.

ARTICLE XI LOANS TO DIRECTORS AND OFFICERS

Section 1. **LOANS TO DIRECTORS AND OFFICERS.** This corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the corporation.

**ARTICLE XII
INDEMNIFICATION**

Section 1. INDEMNIFICATION. To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any “proceeding”, as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. “Expenses” as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238(b) or Section 5238(c) the Board of Directors shall promptly decide under Corporations Code Section 5238(e) whether the applicable standard of conduct set forth in Corporations Code Section 5238(b) or Section 5238(c) has been met and, if so, the Board of Directors shall authorize indemnification.

**ARTICLE XIII
INSURANCE**

Section 1. INSURANCE. This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, to cover any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising from the officer’s, director’s, employee’s, or agent’s status as such.

**ARTICLE XIV
MAINTENANCE OF CORPORATE RECORDS**

Section 1. MAINTENANCE OF CORPORATE RECORDS. This corporation shall keep:

- a. Adequate and correct books and records of account;
- b. Written minutes of the proceedings of its members, Board and committees of the Board; and
- c. Such reports and records as required by law.

**ARTICLE XV
INSPECTION RIGHTS**

Section 1. DIRECTORS’ RIGHT TO INSPECT. Every director shall have the right at any reasonable time to inspect the corporation’s books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the director’s agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. ACCOUNTING RECORDS AND MINUTES. On written demand on the corporation, any member may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the members, the Board of Directors, and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the member's interest as a member. Any such inspection and copying may be made in person or by the member's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the members at all reasonable times during office hours. If the corporation has no business office in California, the Secretary shall, on written request of any member, furnish to that member a copy of the articles of incorporation and bylaws, as amended to the current date.

ARTICLE XVI REQUIRED REPORTS

Section 1. ANNUAL REPORTS. The Board of Directors shall cause an annual report to be sent to the Board of Directors within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- a. The assets and liabilities, including the trust funds, or the corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds;
- c. The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- d. The corporation's expenses or disbursement for both general and restricted purposes;
- e. Any information required under these bylaws; and
- f. An independent accountant's report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all members, or as a separate document if no annual report is issued, the corporation shall, within 120 days after the end of the corporation's fiscal year, annually prepare and mail or deliver to each member and furnish to each director a statement of any transaction or indemnification of the following kind:

- a. Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:
 - 1) Any director or officer of the corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or

- 2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

ARTICLE XVII BYLAW AMENDMENTS

The Board of Directors may adopt, amend, or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of the Charter that created Redding School of the Arts or make any provisions of these Bylaws inconsistent with that Charter, the corporation's Articles of Incorporation, or any laws.

ARTICLE XVIII FISCAL YEAR

Section 1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on July 1st and end on June 30th of each year.

Adopted: 9/8/2005 (Executed: 11/10/2005)

Amended: 11/15/2007 (Filed: 12/7/2007)

Amended: 12/8/2017

Amended:

BOARD DUTIES AND RESPONSIBILITIES; DELEGATION OF POWER

Charter schools are governed by boards, not by individual board members. While understanding their separate roles, the Board of Directors and the School Director work together as a governance team in operating Redding School of the Arts. The governance team assumes collective responsibility for building unity and creating a positive organizational culture in order to govern effectively. In consideration of these guiding principles, the following policy identifies the role of the Board and the role of the Director.

The Redding School of the Arts Charter School ~~is a~~ ~~will be a~~ school under the umbrella organization Redding School of the Arts, Inc. ~~a the~~ California Public Benefit Corporation pursuant to California law. The school ~~is will be~~ governed by ~~the~~ Redding School of the Arts, Inc. The Governing Board, which consists of two parent representatives from the school elected by the Parent Teacher Council, one original founder of Redding School of the Arts, and three to five community representatives. All representatives will serve a two-year alternating term of office that coincides with the fiscal year. Representatives may serve more than one term. Selection criteria for choosing board members will include completion of an application, commitment to the school and readiness to accept Code of Ethics and responsibilities. Redding School of the Arts charter provides for one representative from the staff to serve as non-voting the liaison on the school's Governing Board. The staff ~~representative~~ will serve and facilitate communications and mutual understanding between Redding School of the Arts, the governing board, and the granting agency. The Governing Board will ensure that the Brown Act is followed to maintain transparency and compliance with state regulations.

This organizational structure ~~will~~ supports student success by incorporating representatives from key stakeholders in an important decision-making arena. The school will orient all new board members and will provide ongoing training needed to enhance the effectiveness of its members to make sound decisions.

Several of the school's existing board members have attended workshops and conferences to develop ~~and hone~~ their charter school and governance knowledge and skill set. ~~This-The~~ board is to will ensure the long-term stability of the school through participation of stakeholders, thereby fostering decisions more likely to meet the needs of all stakeholder groups. Inclusion of members bringing needed expertise to the table will also strengthen the school as a viable enterprise. The board will also ensure the success and long-term viability of the school by working with the School Director in establishing key goals, regularly monitoring the school's progress toward achieving the goals, and responding as appropriate.

Role of the Governing Board

Traditionally, the board delegates the responsibility of implementation of these tasks to the School Director and administrative staff subject to formal board action. These duties include:

Vision and ~~Strategie~~ Strategic Goals Plan:

- The Board drafts, modifies and approves the School Mission and in ~~each~~ subsequent years, reevaluates the School Mission;

- The Board reviews, provides input and approves the one- and five-year sStrategic goals Plans submitted by the School Director;
- The Board adopts policies to successfully implement the School Mission, Vision, and sStrategic goalsPlans.
- ~~The Board oversees all matters of general policy the School Director to ensure that the School Mission, Vision, and sStrategic goals Plans are reflected in the day to day operations of the school and that all policies follow charter applicable State Education Code, Government Code, and Health and Safety Code., including ensuring that the curriculum aligns with the School Mission.~~

Academic Performance Monitoring and Curriculum:

- The Board, or a committee thereof, annually reviews student performance based on state- and federally-mandated assessments and approves sets goals for student achievement;
- The Board, or a committee thereof, periodically reviews student performance based on school level assessments and approves sets goals for student achievement on school level assessments;
- The Board reviews and adopts academic policies to achieve the student achievement goals;
- The Board approves all academic performance reports to all federal, state and local agencies as required by law;
- The Board approves a Local Control Accountability Plan and annually reviews, approves updates and adopts approves it.
- The Board, or a committee thereof, reviews researches or develops student data collection systems and periodically updates reviews them to ensure their effectiveness.
- The Board, or committee thereof, approves a comprehensive instructional program to serve the educational needs of the charter school's students.

Staffing and Personnel:

- The Board reviews and approves personnel policies and any amendments thereto;
- The Board hires and terminates, upon nomination and recommendation of the School Director, all personnel. When the Board does not agree with a personnel recommendation by the School Director, the decision of the Board is final after further consideration appropriate to the circumstances.
- The Board hires, evaluates, and terminates the employment of the School Director.
- The Board establishes performance goals for the School Director and communicates the goals to the School Director;

- The Board annually reviews the School Director's performance;
- The Board annually reviews the School Director's employment contract, and reevaluates it yearly;
- The Board establishes and annually reviews the School Director succession and recruitment plans;
- The Board approves the salaries and compensation policies for all School personnel in compliance with any applicable state laws and collective bargaining procedures (if applicable);

Parent, Student and Community Relations

- The Board, or a committee thereof, hears and decides student expulsion recommendations;
- The Board, or a committee thereof, hears and decides student suspension appeals;
- The Board reviews and approves student and parent policies and any proposed amendments thereto;
- As needed, the Board communicates with the media and community at large consistent with the School's Mission and Vision;

Finance and Budget

- The Board reviews and approves the fiscal management and internal controls policies and any proposed amendments thereto;
- The Board reviews and approves the school's annual academic calendar and class schedule;
- The Board, or a committee thereof, solicits and selects the school's independent financial auditor, reviews ~~oversees~~ the auditor's work, and receives the auditor's report(s);
- The Board, or a committee thereof, reviews and adopts and amends the annual budget as well as interim and annual financial statements;
- The Board, or a committee thereof, reviews and approves the audit report;
- The Board monitors the responses to the audit report and implementation thereof.

Facilities

- The Board enters into financing and building contracts;
- The Board approves construction and remodeling of facilities;
- The Board, or a committee thereof, researches school sites as needed, and funding and facilities options;

- The Board, or a committee thereof, makes recommendations on facilities needs and policies.

Board Internal Business

- The Board drafts, reviews and approves board policies and amendments thereto;
- The Board recruits prospective Board members;
- The Board orients new Board members;
- The Board, as needed, provides training to its members;
- The Board develops and yearly implements a Board self-evaluation. From time to time, the Board re-evaluates its self-evaluation process.

Charter Performance and Renewal

- The Board annually reviews the school performance reports;
- The Board, as needed, reviews charter school renewal proposals and reports.

Delegation of Power to the School Director

The Board delegates the following powers to the Director, or his/her delegate:

Vision and Strategic ~~Goals~~ Plan:

- The School Director provides input to the Board when it drafts, modifies and approves the School Mission and in each subsequent year when it reevaluates the School Mission;
- The School Director drafts and submits to the Board the School's one- and five-year ~~s~~Strategic ~~goals~~ Plans;
- The School Director implements the Board-adopted policies to ~~execute implement~~ the School Mission and ~~s~~Strategic ~~goals~~ Plans, ~~by among other things adopting appropriate procedures and training staff on the policies and procedures.~~

Academic Performance Monitoring and Curriculum:

- The School Director creates a report reflecting student performance based on state- and federally-mandated assessments, provides a copy to the Board, and reviews the performance with the Board, or a committee thereof; When setting goals for student achievement on assessments, the School Director and provides performance goals to input to the Board for input and approval. The School Director when setting goals for student achievement on national assessments. The School Director implements the goals for student achievement on such assessments;

- The School Director, ~~quarterly creates a reports reflecting~~ student performance based on school level assessments, provides a copy to the Board, and reviews the performance with the Board, or a committee thereof; When setting goals for student achievement on school level assessments, the School Director provides performance goals to the Board for input and approval and implements the goals for student achievement on such assessments; and provides input to the Board when setting goals for student assessment on school level assessments. The School Director implements the goals for student achievement on school level assessments;
- ~~➤ The School Director implements Board adopted policies to achieve the student achievement goals, by among other things, adopting appropriate procedures and training staff on policies and procedures;~~
- The School Director consults with teachers, administrators, other school personnel, parents and pupils in developing the Local Control and Accountability Plan and annual updates ~~to the local control and accountability plan~~, which is approved by the Board annually;
- The School Director creates all academic performance reports required by all federal, state and local agencies as required by law and provides them to the Board for approval;
- The School Director develops the school calendar and class schedule and provides them to the Board for approval.
- The School Director and curriculum committee thereof, develop and update the comprehensive instructional program, as needed, for Board approval.
- The School Director develops the process for curriculum review and development, which includes the participation of teachers, administrators, students, parents/guardians, and members of the community.
- The School Director implements the instructional program which is articulated at all levels.

Staffing and Personnel:

- The School Director drafts all personnel policies and presents them to the Board for review and approval. The School Director also recommends any proposed amendments to the personnel policies and presents them to the Board for review and approval;
- The School Director nominates and recommends hiring and terminating all school personnel other than the Director and presents those nominations and recommendations to the Board, for final approval or rejection. The School Director is responsible for all recruitment activities associated with the hiring of school personnel;
- The School Director recommends the salaries for all School personnel in compliance with any applicable state laws and collective bargaining procedures (if applicable) to the Board for final approval;
- The School Director ensures that all school personnel are evaluated on a regular yearly basis and creates the process for such evaluation;

- The School Director implements all personnel policies, including the school’s internal complaint procedures. If applicable, the School Director presents employee grievances to the Board, which hears and decides them (only applicable if employees are given grievance rights under a contract or collective bargaining agreement).

Parent, Student and Community Relations

- The School Director implements the policies and procedures adopted for student expulsion and recommends student expulsions to the Board, upon completion of the school-level procedures.
- The School Director follows the policies and procedures adopted for student suspensions and refers any student appeals to the Board to hear and decide such appeals;
- The School Director drafts, and subsequently implements the Board adopted student and parent policies, which includes by, among other things, adopting appropriate procedures and training staff on the policies and procedures. The School Director drafts amendments to the student and parent policies, and presents them to the Board for approval;
- At the request of the Board, the School Director communicates with the media and community at large in a fashion that is consistent with the School’s Mission and Vision;

Finance and Budget

- ~~The Chief Business Officer drafts and subsequently implements the Board adopted fiscal policies, by, among other things, adopting appropriate procedures and training staff on the policies and procedures.~~ The School Director, with the Chief Business Officer or designated business service provider, drafts amendments to the fiscal policies, and presents them to the Board for approval;
- The Chief Business Officer or designated business service provider, drafts and submits to the Board, or a committee thereof, the quarterly and yearly budget drafts;
- The Chief Business Officer or designated business service provider, drafts and submits to the Board the final quarterly and yearly budgets and other required financial statements;
- The Chief Business Officer or designated business service provider, implements the responses to the audit report as instructed by the Board.

Facilities

- The ~~School Director Chief Business Officer~~ conducts school site needs assessments at the direction of the Board;
- The ~~School Director- Chief Business Officer~~ conducts capital campaigns as needed;
- The ~~School Director Chief Business Officer~~ implements any facilities policies.

Charter Performance and Renewal

- The School Director annually drafts any required school performance reports for Board review;
- The School Director, as needed, drafts charter school renewal proposals and reports.

Adopted: December 11, 2008
Amended: September 10, 2015
Amended: September 13, 2018
Amended: August 10, 2023

Amended Draft

CODE OF ETHICS FOR BOARD MEMBERS

As a member of the Board, I shall promote the best interests of the School as a whole and, to that end, shall adhere to the following ethical standards:

Equity in Attitude

- I will be fair, just, and impartial in all my decisions and actions.
- I will accord others the respect I wish for myself.
- I will encourage expressions of different opinions and listen with an open mind to others' ideas.

Trustworthiness In Stewardship

- I will be accountable to the public by representing School policies, programs, priorities, and progress accurately.
- I will be responsive to the community by seeking its involvement in School affairs and by communicating its priorities and concerns.
- I will work to ensure prudent and accountable use of School resources.
- I will make no personal promise or take private action that may compromise my performance or my responsibilities.
- I will make attendance at meetings a priority. I understand if I fail to attend enough meetings that I can be removed from the board.
- I will come prepared to all meetings by reviewing the board packets.

Honor In Conduct

- I will tell the truth.
- I will share my views while working for consensus.
- I will respect the majority decision as the decision of the Board.
- I will base my decisions on fact rather than supposition, opinion, political or public favor.

Integrity Of Character

- I will refuse to surrender judgment to any individual or group at the expense of the School as a whole.
- I will consistently uphold all applicable laws, rules, policies, and governance procedures.

Board Policy

- I will not disclose information that is confidential by law or that will needlessly harm the School if disclosed.

Commitment To Service

- I will focus my attention on fulfilling the Board's responsibilities of goal setting, policymaking, and evaluation.
- I will diligently prepare for and attend Board meetings.
- I will avoid personal involvement in activities the Board has delegated to the Director.
- I will seek continuing education that will enhance my ability to fulfill my duties effectively.

Student-Centered Focus

- I will be continuously guided by what is best for all students of the School.

Adopted: December 11, 2008

Reviewed: February 11, 2020

Amended: August 10, 2023

PROCEDURE FOR POLICY ADOPTION

The successful operation of the School requires that the actions of the Board and administrative staff be known and understood by students, employees, and members of the community. These groups as well as individuals should also have an opportunity to affect School action.

The process for adoption and publication of policies in the School includes the following elements:

I. Raising a Policy Issue

Any person within the School community, including teachers, administrative staff, other staff members, students, parents and interested community members, may raise a potential policy issue. At the School level, the individual that raises the policy issue shall communicate that policy issue to the Director, or his/her designee, on a form approved by the Board of Directors for that purpose. The Director, or his/her designee, shall communicate the policy issue to the President of the Board of Directors ("Board President") within one week of receiving the policy issue.

Any member of the board of directors may raise a potential policy issue by communicating that policy issue to the Board President using a form approved by the Board of Directors for that purpose. If a policy issue is raised during a regular or special meeting of the Board of Directors, the School Director shall record it using the form approved by the Board of Directors.

II. Investigating a Policy Issue

Once the Board President receives notification of a policy issue, the Board President shall determine the appropriate means to investigate the policy issues. The Board President may, in its discretion, investigate the matter itself or delegate the investigation to an appropriate person or group of persons.

III. Policy Drafting

Once the Board President, or designated appropriate person or group of persons, has investigated the policy issue, the Board President or designated appropriate person or group of persons, shall convene a meeting to discuss whether to draft the policy and decide any outstanding issues relating to drafting the policy. The Board President, or designated appropriate person or group of persons, shall then undertake to draft the policy itself, or delegate the drafting to an appropriate person or group of persons.

IV. Adoption, Revision and Repeal of Policies

Policies shall ordinarily be submitted by the School Director to the Board at a regular or special school board meeting and shall be adopted, revised or repealed by a majority vote.

The adoption, revision or repeal of policy shall be made in an open and public manner at a regular or special charter school board meeting.

Board Policy

V. Communication and Public Involvement in Policy Adoption

An opportunity for interested parties to be heard before adoption, revision or repeal of policy shall be made.

Retention and organization of adopted policies, rules, regulations and procedures shall be made in a policy binder maintained by the Secretary of the Board with the assistance of school staff.

Publication and availability of all policies, currently in effect within the School, shall be made to any interested person during the regular business hours of the School. To ensure a basic level of awareness and institutional understanding, a digital copy of the policy binder shall be provided to all new members of the Board who shall be personally briefed on key aspects of the policies by a member of the school's staff or fellow board member.

VI. Review and/or Revision of Existing Policies

No later than September 30 of any school year, the School Director shall complete a review ~~of all~~ of the existing policies of the school. Upon completion of the review, the School Director shall notify the Board of Directors at its next regular meeting of the policies that require revision. The Board President shall follow the procedures required for policy creation in the revision of existing policies. The Board President may receive assistance ~~from~~ ~~of~~ individuals or groups of individuals, as it deems necessary, in reviewing the existing policies of the school to determine whether a policy requires revision.

Adopted: December 18, 2008

Amended: February 11, 2020

Amended: August 10, 2023

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

Personnel Reporting

SUBJECT: Agenda Item 2.8 – Middle School Musical Director & Drama Elective Instructor Job Description – 1st Read

PREPARER: Lane Carlson

RECOMMENDATION: Discussion

BACKGROUND:

Admin will provide the board with draft of the Middle School Musical Director & Drama Elective Instructor Job Description for review. Aside from their teaching responsibilities, this position will also direct the annual school musical.

A final draft of the job description will be provided to the board for approval next month.

- See Attached: Middle School Musical Director & Drama Elective Instructor Job Description

REFERENCE:

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

Job Responsibilities

MIDDLE SCHOOL MUSICAL DIRECTOR & DRAMA ELECTIVE INSTRUCTOR

GENERAL FUNCTIONS

Under the direction of Administration, work closely with creative and production teams, student performers and the Theater Booster Club to create a culminating musical theater performance for live audiences. Directors have responsibility for the practical and creative interpretation of a dramatic script or musical score and will be responsible for the whole process, from the design and pre-production stages, through final performance. Directors need to be able to coordinate effectively across a range of disciplines and with artistic vision. Elective Instructors design, plan, organize, present, and evaluate a program of meaningful instruction to students. As a staff member of Redding School of the Arts (RSA), this employee will follow the responsibilities and procedures as delineated in the *RSA Staff Personnel Handbook*.

- Motivate students toward participation in regular practice as required to improve skills;
- Establish and maintain standards of pupil behavior needed to achieve a functional learning atmosphere;
- Demonstrate pupil ability to use skills through assemblies or other showcases, rehearsals and final performances;
- Evaluate pupils' advancement and social growth;
- Create an effective environment for learning;
- Instruct pupils in citizenship and other general elements of the course of study;
- Maintain a safe environment for students;
- Respond appropriately to feedback given by parents, students, and fellow staff members;
- Communicate effectively with the parents or guardians of their students;
- Exercise discretion in discussing students with non-parental adults, including staff members.

DUTIES AND RESPONSIBILITIES

- Programming and budgeting.
- Break down a script, analyze and explore the content and conduct relevant research.
- Translate and interpret a script or musical score.
- Hold auditions for production, select and announce parts, roles, etc.
- Organize and manage time effectively.
- Organize people and space.
- Attend production meetings with set design, and other show directors.
- Attend TBC meetings.
- Organize rehearsals.
- Communicating and liaison with all parties involved, including actors, the creative team, the production team, producers and administration.
- Attend preview performances and prepare detailed notes for the cast and for the creative and production teams.
- Help to publicize the production by giving interviews and leading discussions.
- Select instructional supplies; maintain accurate inventory records.
- Act as a positive role model for our youth and staff; provide guidance and leadership.
- Work collaboratively with the Theater Booster Club, other directors, employees, volunteers.

- Maintain understanding of health and safety to prevent injury.
- Follow the daily work schedule and perform additional tasks as necessary.

GENERAL QUALIFICATIONS

Ability to:

- Establish and maintain cooperative working relationships;
- Interpret and apply legal mandates, policies and regulations pertaining to a school operation and safety;
- Maintain confidentiality;
- Understand and carry out oral and written instructions;
- Communicate effectively in oral and written form;
- Work with students (kindergarten thru Twelfth grades) as assigned classes require;
- Correct English usage, grammar, spelling, punctuation and vocabulary;
- Interpersonal skills using tact, patience and courtesy;
- Operation of a computer and assigned software.

Knowledge:

- Current applicable CA Credential or ability and willingness to obtain
- Current general first aid /CPR training;
- Particular subject matter assigned to instruct.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to walk and stand; sit; use hands and/or fingers to handle or feel; and reach with hands and arms; the employee is occasionally required to stoop, kneel, crouch or crawl. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, and peripheral vision. Specific hearing abilities are required by this job.

Exposure to hot, cold, wet, humid, or windy conditions caused by weather may occasionally be experienced.

Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

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

Personnel Reporting

SUBJECT: Agenda Item 2.9 – Establish Executive Director Evaluation Committee (Year 2)

PREPARER: Lane Carlson

RECOMMENDATION: Discussion/Action to Appoint Evaluation Committee

BACKGROUND:

It is the responsibility of the Governing Board to oversee the evaluation of the Executive Director (year 2 of 2). The board will meet to discuss the evaluation process and appoint an Evaluation Committee.

The Evaluation Committee shall be comprised of the Board President or designee, the Teacher Representative, one Parent Representative, and one Community Representative. The Board President shall appoint each member of the Evaluation Committee.

2022/23 Evaluation Committee Members (Year 1 of 2)

Jean Hatch – Board President

Rebecca Lahey – Teacher Representative

Tiffany Blasingame – Board Parent Representative

Daria O'Brien – Community Representative

- See Attached: Executive Director Review and Evaluation Procedure

REFERENCE:

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

EXECUTIVE DIRECTOR REVIEW AND EVALUATION

The Executive Director will receive an evaluation during the first year of the contract of employment. If applicable, a review will be conducted every even year following the first year evaluation. Each evaluation shall commence during the second trimester of the school year. The evaluation shall be available to staff for no less than one full calendar week.

The Board President or designee shall oversee the evaluation. All RSA staff shall be allowed to submit one Evaluation of the Director from Staff form, which shall be made available online. The Evaluation survey shall be available to staff for no less than one full calendar week. The Board President or designee shall prepare one report which is a compilation of the staff-submitted forms. The Board President or designee shall then provide that report to the Evaluation Committee.

The Executive Director shall be allowed to submit a self-evaluation using the Director Evaluation Form. This self-evaluation shall be submitted to the Board President or designee by the close of the staff evaluation period. The Board President or designee shall provide the Director's self-evaluation to the Evaluation Committee.

The Evaluation Committee shall be comprised of the Board President, the Teacher Representative, one ~~PTC~~ Parent Representative (non-board), and one Community Representative. The Board President shall appoint each member of the Evaluation Committee. If a conflict of interest arises due to the teacher representative's being evaluated by the Executive Director, the President may appoint another Board member to complete the Evaluation Committee.

The Evaluation Committee shall meet to discuss the performance of the Director prior to the review of the full Board in Closed Session. After the discussion, each Committee member shall prepare a Director Evaluation Form. The Board President or designee shall prepare the final Director Evaluation by averaging the ratings contained in the four Committee members' Evaluations.

The Board President or designee shall present to the full Board the final Executive Director Evaluation for review and discussion in Closed Session. The Executive Director shall then be invited to discuss with the Board the Evaluation and any findings made. The Board shall then determine whether to retain the Executive Director for the following school year. In order to terminate an Executive Director's contract, a vote of two-thirds of the full Board is required. The Board may choose to request the immediate resignation of the Executive Director or allow the Executive Director to complete the school year. If the Executive Director declines the Board's invitation to resign immediately, the Board may take the extraordinary step of terminating the Executive Director's employment, consistent with the contract of employment.

DIRECTIONS FOR EVALUATION OF THE EXECUTIVE DIRECTOR FROM STAFF

(To be included with the online evaluation form)

Each staff member is requested to provide input regarding the performance of the Executive Director. This Evaluation Form will be used to gauge the Executive Director's effectiveness in several areas and identify areas in which the Executive Director may need improvement.

Please note that each staff member may only submit one evaluation form. Once this form is submitted, it cannot be amended or withdrawn. All evaluations must be submitted during the evaluation submission period. Late evaluations cannot be accepted.

For each statement below, please circle the number that best represents your opinion about the Executive Director's performance. (Questions in Survey Monkey) Please use the following rating scale:

1 = Never, 2 = Seldom, 3 = Sometimes, 4 = Usually, 5 = Always, N/S = Not Sure

After completing the specific inquiries, please provide additional input you feel will help the Board evaluate the Executive Director's performance. Please note that this statement is limited to 500 words.

**Redding School of the Arts, Inc.
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Personnel Reporting

SUBJECT: Agenda Item 2.10 – Personnel Updates

New Hires:

- Makayla Henderson – 8/15/2023 Paraprofessional
- Elizabeth Stoxen – 8/9/2023 Middle Sch Musical Director & Drama Elective Instructor

Resignations:

- Hillary Rogerson – 6/16/2023 Drama Elective Instructor
- Chelsea Steffensen – 7/27/2023 Elective Instructor

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