

Redding School of the Arts

California Nonprofit Benefit Corporation
Board Meeting Agenda
Posted Monday, November 13, 2023

Date: Thursday, November 16, 2023 Location: 955 Inspiration Place, Redding Community Room Open Session 5:45pm

Meeting called to order by Presiding Officer Roll Call/Establish Quorum:		
Jonathan Sheldon, President Sharon Hoffman - Spector, Treasurer Antonio Cota, Community Member Daria O'Brian, Community Member	Jean Hatch, Vice President Tiffany Blasingame, Secretary David Skinner, Parent Rep Member	
Additional Non-Voting Participants:		
Lane Carlson, Executive Director Carol Wahl, Principal Rebecca Lahey, Staff Liaison	Shelley Tan, Special Ed Director Sophia Zaniroli, Vice Principal Robyn Stamm, Business Service Provider	
Presentations: > Student Academic Achievement – CAASP	P/CAST/NWEA Results	(15 Min)
Director Report: Principal Report: Vice Principal Report: Staff Liaison Report: Governing Board Report: Governing Board Correspondence:		(5 Min) (5 Min) (5 Min) (5 Min) (10 Min) (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 10/12/2023, 10/19/2023, and 11/6/2023 Governing Board Meeting Minutes
- 1.2 Approve October 2023 Warrants
- 1.3 Approve 2023/24 McConnell Condiotti Property Use Agreements
 - 1.3.1 RSA/McConnell Use of Condiotti Property for Outdoor Classroom
 - 1.3.2 RSA/McConnell Use of Condiotti Property for Cross Country
- 1.4 Approve Naming of Facility Policy 2nd Read
- 1.5 Approve 2023/24 Governing Board Goals 2nd Draft

REGULAR AGENDA

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

Discussion/Action Agenda

Financial Reporting

- 2.1 Discussion: ADA & Financial Update (10 Min)
- 2.2 Discussion: Finance Committee Meeting Update (10 Min)
- 2.3 Discussion: 2023/24 Salary Schedule Proposals 1st Read (10 Min)
 - 2.3.1 Administrative Salary Schedule
 - 2.3.2 Certificated Salary Schedule
 - 2.3.3 Classified Salary Schedule
 - 2.3.4 Classified Exempt Salary Schedule
 - 2.3.5 High School Counselor Salary Schedule
 - 2.3.6 SpEd/MTSS Education Specialist Salary Schedule
 - 2.3.7 SpEd/MTSS Counselor/Nurse/Speech & Lang Pathologist Salary Schedule
 - 2.3.8 SpEd/MTSS Occupational Therapist Salary Schedule
 - 2.3.9 SpEd/MTSS School Psychologist & Intern Salary Schedule
- 2.4 Discussion: High School Building Committee Update

(10 Min)

2.5 Discussion/Action: Resolution 2023-24-02 to Approve & Authorize Property & Facilities Acquisition, (10 Min) Development, and Plan of Finance in Connection with the CSFA Charter School Revenue Bonds

Policy Amendments (10 Min)

2.6 Discussion/Action: Gifts, Grants, and Bequests Policy (formally: Acceptance of Gifts Policy) – 2nd Read

Personnel Reporting

2.7 Discussion: Executive Assistant Job Description – 1st Read	(5 Min)
2.8 Discussion: 2023/24 Executive Assistant Calendar – 1st Read	(5 Min)
2.9 Discussion/Action: Personnel Updates	(5 Min)

New Hires:

Whitney Hathaway – 10/16/23 Paraprofessional – Part-Time

Meeting Adjournment:

Next Regular Meeting:

Date: Thursday, December 14, 2023

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 – Approve 10/12, 10/19, and 11/6 Governing Board

Meeting Minutes

PREPARER: Adel Morfin

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

BACKGROUND:

> See Attached: Minutes

REFERENCE:



Redding School of the Arts

California Nonprofit Benefit Corporation
Un-Adopted Board Meeting Minutes

Thursday, October 12, 2023

Open Session: 5:45 p.m.

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

Jonathan Sheldon, President	X
Jean Hatch, Vice President	AB
Sharon Hoffman - Spector, Treasurer	X
Tiffany Blasingame, Secretary	X
David Skinner, Parent Representative	X
Daria O'Brien, Community Member	X
Antonio Cota, Community Member	X

Additional Non-Voting Participants

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

Board Recorder: Adel Morfin

Onsite Guests: None

PUBLIC FORUM:

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No Comments

DIRECTORS REPORT:

- Lane Carlson:

Reported that he applied for a \$100k Career Technical Education Incentive Grant (CTEIG). The grant will help fund performance theater & dance programs at RSA, staff salaries, equipment, etc.

Lane reported RSA could be slated to receive funding through the Office of Public School Construction (OPSC) to fund a new TK program. The OPSC office requested additional financial information for review. RSA would want to do a feasibility study, which Lane hopes to involve members of the board to participate in. More information is expected from OPSC in Jan.

Lane reported he has started work on the new Teacher Observation Form. He plans to test it out soon and seek additional input from teaching staff before finalizing it.

PRINCIPAL REPORT:

- Carol Wahl:

Reported the TBC sponsored Talent Show is scheduled for 10/13 and encourages everyone to attend.

Parent teacher conferences are coming up next week. 4th-8th grade students will be leading their own conferences and setting their academic goals for the year. Minimum days all next week for everyone, except the high school students, who will follow a regular schedule.

Administration is sponsoring ASB Spirit Week next week. The specific days include: Wednesday 10/18- Crazy Hair Day, Thursday 10/19- Pajama Day, and Friday 10/20- Extreme Spirit Day. The PTC sponsored Fox Trot is scheduled to take place on Friday, October 20, 2023.

Staff if prepping for 2nd Trimester. 4th/5th grade student electives will be going out, a new study skills course will be offered and reading club will be starting back up again.

STAFF LIAISON REPORT:

- Carol Wahl (on behalf of Rebecca Lahey):

Rebecca Lahey and Bridgette Jacobsen are finishing their California Literature & Project Training, through Redding School District. The focus of the training is on the significance of teaching phonics to mastery in a specific order. The training also involves using assessment data to provide student intervention support.

Carol also recognized Bridgette Jacobsen for the work she's done on RSA's Facebook page. Bridgette has great information, pictures, and posts. She encourages everyone to follow RSA on Facebook and check it out.

GOVERNING BOARD REPORT:

- **Jonathan Sheldon:** Reported it's been fun to watch Cross Country students this season. The students are good runners, in great shape, and appear ready for the Fox Trott.
- Sharon Hoffman Spector: Nothing to report at this time
- Tiffany Blasingame: Nothing to report at this time
- David Skinner: Nothing to report at this time
- Daria O'Brien: Nothing to report at this time
- Antonio Cota: Nothing to report at this time

GOVERNING BOARD CORRESPONDENCE:

- The board acknowledges having received and reviewed board correspondence from an RSA parent.

CONSENT AGENDA:

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It is understood that the 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 9/14/2023 Governing Board Meeting Minutes
- 1.2 Approve September 2023 Warrants
- 1.3 Approve Sale of Used Music Equipment
- 1.4 Approve Disposal of Special Education Curriculum Materials & Supplies

1.5 Approve Teacher Consent Authorization Forms:

1.5.1 Michael Dressel

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

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

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No Comments

DISCUSSION/ACTION AGENDA:

2.1 Discussion/Action: 2023-2033 McConnell Lease Amendment No. 7 Proposal

Lane Carlson reviewed the amended lease proposal from the McConnell Foundation. The proposal extends the current term of the lease by an additional eight (8) years, through 6/30/2033, effective 9/15/2023. The amended lease will strengthen our bond proposal for the high school construction.

The new base rent will be calculated by multiplying the cumulative LCFF Revenue Sources for each academic year by 3.75% vs. a standard flat rate fee, effective July 2025. This is a simplified formula compared to the current renewal process. Tiffany Blasingame asked for additional clarification under paragraph (3) Base Rent, Section (b). She recommends adding a not to exceed clause of 4% and a calculation based on "unadjusted" Consumer Price Index (CPI) data. The recommended changes would protect RSA in the event the CPI funding model changes over the term of the lease. Lane plans to discuss the recommended changes with McConnell and provide the board with a revised proposal at the next meeting.

Item was presented as informational only. No action was taken.

2.2 Discussion/Action: 2023/24 Redding Area Bus Authority Transportation Agreement

Lane Carlson reviewed the RABA agreement with the board. The program will increase ridership on RABA's Route 17 and expand transportation options for all students. The initial cost is approx. \$15,000 and will be funded in part by College and Career Access Pathways Grant (CCAP) dual enrollment funds. Lane plans to reach out to Shasta View Academy, Phoenix Charter Sch, and Simpson University to develop a partnership to offset costs in the future.

Tiffany Blasingame expressed concern with the cost of adding a new route. She stated she would be interested in reviewing the ridership data after the initial year to see if the program was worth the cost before committing to another year. She also seeks additional clarification on the contract as it relates to the Consumer Price Index (CPI) increase during the "Option Year." She recommends specifying "unadjusted" Consumer Price Index (CPI) data based on Oakland/San Francisco area vs. an amount increase by Consumer Price Index (CPI) for all Urban Areas.

Lane will connect with RABA on the recommended changes before signing the contract.

Sharon Hoffman-Spector moved to approve the 2023/24 Redding Area Bus Authority Transportation Agreement with recommended changes as discussed, motion seconded by Daria O'Brien. Vote 6 Ayes: 0 Nays.

2.3 Discussion/Action: 2023-2025 Columbia Business Services Agreement – Amended

Lane Carlson reported reaching out to Columbia to amend our current business services agreement to include outsourcing aspects of accounts payable duties. He hopes the collaboration with Columbia will free up some office time and reduce over time expenses. He recommends the board approve the amended agreement.

Daria O'Brien moved to approve the amended 2023-2025 Columbia Business Services Agreement as written, seconded by David Skinner. Vote 6 Ayes: 0 Nays.

2.4 Discussion/Action: Directions to the Finance Committee for 1st Interim Budget Development

The Finance Committee is seeking directions from the Governing Board on items to review for 1st Interim Budget development. Lane Carlson reviewed the list of directions proposed by administration as recommendation for the board. He stated the directions are similar to the ones from last year. He also recommends reviewing potential salary schedule increases, based on updated COLA information, as discussed by the board last spring.

Sharon Hoffman-Spector moved to approve Directions to the Finance Committee for 1st Interim Budget Development as listed, seconded by David Skinner. Vote 6 Ayes: 0 Nays.

2.5 Discussion: High School Building Committee Update

Lane Carlson reported the high school project is coming along. The committee is continuing to work on final documents including: finalizing property deed, drafting property easements, and drafting the construction contract.

Lane extended an invitation to the board to attend the Groundbreaking Ceremony on November 14, 2023 at 11:00 a.m.

2.6 Discussion: School Site Safety Committee Meeting

Jonathan Sheldon reviewed the minutes from the 10/5 Safety Meeting with the board. He reported on a recent incident at another local school where a student overdosed on fentanyl and staff had to administer Narcan. This prompted a discussion by the committee to have access to Narcan on school property in the event of such emergencies.

Carol Wahl reported RSA was able to receive Narcan from public health and at least (8) staff members have received proper training on how to administer it.

Jonathan also reported the committee also discussed a separate incident involving an RSA student who walked off campus. The student was located and reunited with his parents. During the incident it was discovered that one of the campus cameras was down and is currently getting repaired. The committee discussed the need for additional cameras to strengthen surveillance capabilities and continued ongoing discussions with regard to fencing of school property.

2.7 Discussion/Action: RSA Board Development & Governance Handbook – 2nd Read

Tiffany Blasingame introduced a 2nd outline of the RSA Board Development & Governance Handbook based on a framework of recommendations by Charter Schools Development Center. The initial draft was reviewed by the board back on 1/10/2023. Tiffany hopes the handbook will be a helpful toolkit for new board members.

Tiffany shared a draft of the RSA Milestones & Year at a Glance Calendar and is seeking additional input from admin to review and add information to both, including a section on The Future of RSA, that Lane Carlson has agreed to provide. She is also seeking board input on a Glossary of Terms & Acronyms, using CSDC's list as reference, and discussed possibly adding a board member profile section to the handbook. She plans to make the additional changes as discussed and present a final draft to the board in November for approval.

Item was presented as informational only. No action was taken.

2.8 Discussion/Action: Policy Amendments

2.8.1 Sick Benefits Leave Policy #306

Lane Carlson introduced the proposed amendments to the Sick Benefits Leave Policy #306. He stated the need to revise the limits on use of paid sick leave was to encourage all staff, including new employees, to stay home when sick. He also stated there was need to clarify when verification from a health care provider was required or in the event someone tested positive for COVID.

Carol Wahl stated she recently spoke to CharterSafe to seek guidance on abuse of sick leave. She stated it was recommended by CharterSafe that RSA include a clause in the current policy to address such abuse. Carol plans to work with HR to make these changes and present a revised draft to the board in November.

Antonio Cota also suggested reviewing Labor Code 230 as it relates to victims of domestic violence and updating the policy to reflect the current law.

Item was presented as informational only. No action was taken.

2.8.2 Gifts, Grants, and Bequests Policy (formally: Acceptance of Gifts Policy)

Lane Carlson reported working with Margaret Johnson on amending the current Acceptance of Gifts Policy in anticipation of large donor donations for the new theater. Shasta Union High School Districts Gifts, Grants, and Bequests Policy was used as a template for the amended policy.

Members of the board sought additional clarification on what was feasible to do when any gift of money received by the school was not immediately used. They suggested creating a list on how the funds would be handled or possibly invested and reporting back the information to the board in November.

Item was presented as informational only. No action was taken.

2.9 Discussion: Policy Adoption – 1st Reads

2.9.1 Naming of Facility Policy – New

Lane Carlson reported working with Margaret Johnson on drafting a new policy for the Naming of Facility in anticipation of the new theater. Shasta Union High School Districts Naming of Facility Policy was used as a template.

The board reviewed and discussed the proposed policy and had no additional change recommendation. A final draft will be presented for board approval in November.

2.10 Discussion/Action: Personnel Updates

New Hires:

o Ken Hood – 10/16/2023 High School Special Ed Specialist – Part-Time

Changes in Employment:

o Mimi Kladt- 9/21/2023 Custodian - Full-Time

Resignations:

o Ali Hijazi- 9/20/2023 Custodian - Full-Time

Lane Carlson reported on the changes in personnel.

Tiffany Blasingame moved to approve the Personnel Updates as listed, seconded by David Skinner. Vote 6 Ayes: 0 Nays.

ADJOURNMENT:

Tiffany Blasingame moved to adjourn the meeting, seconded by David Skinner,

Meeting adjourned at 7:14 p.m.

NEXT REGULAR MEETING:

Next Special Meeting:

Date: Thursday, October 19, 2023

Time: 1:30 p.m.

Location: Redding School of the Arts/Community Room

955 Inspiration Place Redding, CA 96003

Next Regular Meeting:

Date: Thursday, November 16, 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 Board Approval Date

RSA Governing Board Secretary



Redding School of the Arts

California Nonprofit Benefit Corporation Un-Adopted Special Board Meeting Minutes

Thursday, October 19, 2023

Open Session: 1:30 p.m.

Meeting called to order by Presiding Officer Jonathan Sheldon at 1:30p.m. Roll Call/Establish Quorum:

Jonathan Sheldon, President	X
Jean Hatch, Vice President	X
Sharon Hoffman - Spector, Treasurer	X
Tiffany Blasingame, Secretary	X
David Skinner, Parent Representative	X
Daria O'Brien, Community Member	X
Antonio Cota, Community Member	AB

Additional Non-Voting Participants

Lane Carlson, Executive Director	X
Shelley Tan, Special Ed Director	AB
Carol Wahl, Principal	AB
Sophia Zaniroli, Vice Principal/Teacher	X (arrived @ 1:32 p.m.)
Robyn Stamm, Business Serv Provider	AB
Cathleen Serna, Business Serv Provider	AB
Rebecca Lahey, Staff Liaison	AB

Board Recorder: Adel Morfin

Onsite Guests: Margaret Johnson

PUBLIC FORUM:

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No Comments

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It is understood that the 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 2023-2033 McConnell Lease Amendment No. 7 Proposal – 2nd Read

Item was tabled until next month. No action was taken.

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

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- No Comments

DISCUSSION/ACTION AGENDA:

2.1 Discussion: Discussion: 2023/24 Governing Board Goal Setting – 1st Draft

The 2022/23 Governing Board Goals were reviewed for informational purposes. New highlighted goals for 2023/24 include:

Financial Goal: Increase high school enrollment by 30 students

The board discussed marketing strategies that could help increase enrollment. Advertising suggestions include the Redding Chamber of Commerce, Redding Rotary, local real estate agencies, presenting at local school site, social media, RSA's ground breaking ceremony, free tickets to school shows, and surveying incoming families.

Governance Goal:

- 1. Review & Revise Governing Board Application Process
- 2. Review & Revise Executive Director Evaluation Process

Organizational Goal: Evaluate & Refine the School Mission Statement

The board discussed continuing to work on the school mission statement, as they were not able to meet their 6/30/23 deadline. The board plans to designate a committee to update the new school mission statement. The board plans to assist in defining a process and/or system on how to update the mission statement. Upon adoption of the new school mission statement, the board also plans to synchronize all documents & online platforms to match accordingly.

Tiffany Blasingame will update the 2023/24 Governing Board Goals draft, based on board discussion, and bring it to the board next month for final review and approval.

ADJOURNMENT:

Meeting adjourned at 2:18 p.m.

NEXT REGULAR MEETING:

Date:	Tuesday, November 16, 2023
Time:	5:45 p.m.
Location:	Redding School of the Arts/Community Room
	955 Inspiration Place
	Redding, CA 96003

Governing Board Minutes Respectfully Submi	itted,
Tiffany Blasingame RSA Governing Board Secretary	Board Approval Date

REDDING SCHOOL & ARTS

Redding School of the Arts

California Nonprofit Benefit Corporation Un-Adopted Special Board Meeting Minutes

Tuesday, November 6, 2023

Open Session: 9:00 a.m.

Meeting called to order by Presiding Officer Jonathan Sheldon at 9:00 a.m. Roll Call/Establish Quorum:

Jonathan Sheldon, President	X
Jean Hatch, Vice President	X
Sharon Hoffman - Spector, Treasurer	X
Tiffany Blasingame, Secretary	X
David Skinner, Parent Representative	X
Daria O'Brien, Community Member	X
Antonio Cota, Community Member	AB

Additional Non-Voting Participants

Lane Carlson, Executive Director	X
Shelley Tan, Special Ed Director	X
Carol Wahl, Principal	X
Sophia Zaniroli, Vice Principal/Teacher	X
Robyn Stamm, Business Serv Provider	AB
Rebecca Lahey, Staff Liaison	AB

Board Recorder: Adel Morfin

Zoom Video Guests: John Phan of Campanile Group, Inc.

PUBLIC FORUM:

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No Comments

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No Comments

DISCUSSION/ACTION AGENDA:

2.1 Discussion/Action: RSA/Campanile Group, Inc. Municipal Bond Advisor Engagement

Lane Carlson reported on the ongoing progress of the Bond Financing. The High School Building Committee has been working with The McConnell Foundation on the collateral lease agreement. It was the recommendation of The McConnell Foundation that RSA secure a municipal advisor to assist with the bond financing.

The Building Committee reached out to John Phan of Campanile Group, Inc, at McConnell's recommendation, for

an engagement letter for board review.

Campanile Group, Inc. is proposing to represent RSA during the bond financing process, making sure the school receives the best possible structure, rates, and terms. John Phan provided the board with a presentation that highlighted his qualifications, specific examples of other school transactions he has secured, and fiduciary role.

John Phan stated he had already reviewed RSA's bond proposal and feels RSA's credit rating is strong and the transaction should be good, but cautioned that the current market is volatile and risky.

John Phan addressed the board's questions and concerns and thanked them for their time.

The board continued to discuss the Campanile Group, Inc. Municipal Bond Advisor Engagement letter, scope of services, and compensation. Tiffany Blasingame shared some of her concerns and Daria O'Brien addressed them.

Tiffany Blasingame moved to approve the engagement between RSA & Campanile Group, Inc. Municipal Bond Advisor as written, seconded by David Skinner. Vote 6 Ayes: 0 Nays.

ADJOURNMENT:

Meeting adjourned at 9:50 a.m.

NEXT REGULAR MEETING:

Date: Thursday, November 16, 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**

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

Consent Agenda

SUBJECT:	Agenda Item 1.2 – Approve October 2023 Warrants
<u>PREPARER</u> :	Adel Morfin
RECOMMENDATION:	Motion to Approve Warrants
BACKGROUND:	
REFERENCE: See Attached: Warrant St	ummary Report (ReqPay12C)

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
9010975623	10/05/2023	ACCU-Print	62-5870	Aug 2024 Fingerprint Rolling Service Fee	54.00	
				Sep 2024 Fingerprint Rolling Service Fee	18.00	72.00
9010975624	10/05/2023	Amazon, Inc	62-4310	Mini LED Lights - Moon Festival	85.75	
				Pendaflex File Folders	17.94	
				Toner Cartridge & Samsung Chromebook	284.14	
				Battery USB iPhone Wall Charger	8.83	396.66
9010975625	10/05/2023	AMS.NET, Inc. c/o Fremont Bank	62-4480	Final: Line-Item Hardware Cisco Network Switches	413.77	000.00
			62-5801	Cisco Phone System Upgrade - 20%	4,320.00	4,733.77
				Progress Labor Billing	,	,
9010975626	10/05/2023	Blick Art Materials LLC	62-4310	Elective Art Supplies		838.00
9010975627	10/05/2023	Builder's Door & Window Inc	62-4540	LFIC Core Keyed		68.25
9010975628	10/05/2023	Cal Dept of Tax & Fee Admin	62-4510	JUL-SEP 2023 USE TAX	.03	
			62-9503	JUL-SEP 2023 USE TAX	520.97	521.00
9010975629	10/05/2023	California Charter Schools JPA CharterSAFE	62-5400	Nov 2023 CharterSafe Premium/WC/Fire Pkg		20,541.00
9010975630	10/05/2023	California Dance Company	62-5880	Sep 2023 Dance Lessons		270.00
9010975631	10/05/2023	CARCAMO, ELSA G	62-5211	Sep 2023 Nurse Mileage		27.51
9010975632	10/05/2023	Consolidated Elect Distr, Inc	62-4540	C-Flex Light bulbs, LED Drivers, Repl Exit Sign	1,081.96	
				Flour Lamps for Playground	42.13	1,124.09
9010975633	10/05/2023	Deborah L. Salyers	62-5880	Sep 2023 Clay Class		70.00
9010975634	10/05/2023	FREEMAN, CAMBRIA A	62-4310	Sugar Cubes		2.99
9010975635	10/05/2023	iGym, Inc	62-5880	Sep 2023 Gymnastic Lessons		85.00
9010975636	10/05/2023	J.W. Pepper & Son, Inc.	62-4310	Choir Music		33.14
9010975637	10/05/2023	Jaimie Mills	62-4310	Craft Supplies & Workbooks		447.66
9010975638	10/05/2023	Mission Linen & Uniform Serv	62-5530	8/11 Logo Mat Laundry Service		172.02
9010975639	10/05/2023	NOBLE, SHERI R	62-4310	Violin Shoulder Rests	101.82	
				Violin Strings E & A	77.22	179.04
9010975640	10/05/2023	NorCal Elite Gymnastics Absolute Boss Fitstyle	62-5880	Sep 2023 Gymnastics Class		78.00
9010975641	10/05/2023	ODP Business Solutions, LLC	62-4310	Class/Office Supplies	119.83	
				General Ed Class Supplies	86.81	206.64
9010975642	10/05/2023	PAR Psychological Assessment// Resources Inc	62-5801	PARi - FAR Scoring & Screening Assessments		132.00
9010975643	10/05/2023	Pitney Bowes Global Financial Services LLC	62-5620	10/23 - 1/24 Postage Machine Lease		90.88
9010975644	10/05/2023	Prime Foundations Kaitlin Hutchins	62-5880	Sep 2023 Horseback Riding Lessons		355.55
9010975645	10/05/2023	Shannon Shelburne	62-4310	Cooking Elective Grocery Reimbursement		91.0

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.

P ERP for California Page 1 of 6

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
9010975646	10/05/2023	ULINE Attn: Accounts Receivable	62-4515	Wipers Dispenser Box for Kitchen		238.72
9010977374	10/19/2023	Amazon, Inc	62-4310	Amplifiers & Batteries	263.06	
				Classroom Office Supplies	51.64	
				Copy Paper and Tissues	66.12	
				Lego Orchid	42.90	
				Note Pads & Calendar Planners	51.03	
				Office Supplies	207.25	
				Return - stickers	40.74-	
				Sensory Room Supplies	154.16	
			62-4320	Expanding File Folder	13.28	
			62-4350	Label Tape Cartridges	55.68	864.38
9010977375	10/19/2023	BIELECKI, MEGAN N	62-5200	F3 LAW FALL 2023 SPEC ED SYMP MEAL ADVANCE		26.00
9010977376	10/19/2023	California Safety Company, Inc	62-5630	Oct 2023 Alarm Monitoring Fees		270.00
9010977377	10/19/2023	Charter Communications	62-5910	Oct 2023 Telephone Service		705.51
9010977378	10/19/2023	City of Redding Utilities Acct 0210456-0	62-5517	Oct 2023 Garbage Utility Services		721.51
9010977379	10/19/2023	Columbia Elem School District	62-5825	2023/24 Q1 Business Services Agreement	22,504.50	
			62-5850	RSA-Q1 2023-24 OVERSIGHT FEE	13,829.78	36,334.28
9010977380	10/19/2023	DEBREE, GAVIN M	62-5211	SEP 2023 MILEAGE REIMB		83.97
9010977381	10/19/2023	Department of Justice Account Office/Cashiering Unit	62-5870	Sep 2023 DOJ Livescan Fingerprinting Apps		32.00
9010977382	10/19/2023	GOODMAN, JENNIFER	62-5200	F3 LAW FALL 2023 SPEC ED SYMP ADVANCE		26.00
9010977383	10/19/2023	J.W. Pepper & Son, Inc.	62-4310	Choir Music- things that go bump in the night 3pt mix		49.99
9010977384	10/19/2023	JACOBSEN, BRIDGETTE R	62-4310	QUILLING PENS & PAPER		18.21
9010977385	10/19/2023	LAHEY, REBECCA K	62-4310	LAKESHORE SCHOOL SUPPLIES		123.12
9010977386	10/19/2023	Lili Cui & Yongxiang Ruan	62-4310	TARGET CLASS SUPPLIES		27.36
9010977387	10/19/2023		62-4310	AMAZON CLASS SUPPLIES	54.60	
				TEMU CLASS SUPPLIES	35.49	
				WALMART CLASS SUPPLIES	74.27	164.36
9010977388	10/19/2023	Mission Linen & Uniform Serv	62-5530	10/12/23 Logo Mat Laundry Service		172.02
9010977389	10/19/2023	MORFIN, AUDELIA	62-5211	SEP 2023 MILEAGE REIMB		71.40
9010977390	10/19/2023	Nicholas/Jennifer Kang	62-4310	Kumon Grade 4- J. Kang- division, multi, decimals, etc.		91.98
9010977391	10/19/2023	Paint Marts	62-4540	THEATER SEATING PAINT		62.18
9010977392	10/19/2023	POTTS, MARYANN W	62-5200	F3 LAW FALL 2023 SPEC ED SYMP ADVANCE & MILEAGE		242.15

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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Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
9010977393	10/19/2023	Redding Performing Arts Center Kenneth B. Baumann	62-5880	Sep 2023 Piano Classes	115.00	
				Sep 2023 Theater & Dance Lessons	280.00	395.00
9010977394	10/19/2023	ROACH, KATHLEEN M	62-4310	MOON CAKES FOR MOON FESTIVAL		281.16
9010977395	10/19/2023	Shannon Shelburne	62-4310	Cooking Elective Grocery Reimbursement		165.95
9010977396	10/19/2023	Sharrah Dunlap Sawyer, Inc	62-5830	Sep 2023 High Sch Surveyor Services		3,000.00
9010977397	10/19/2023	Shasta Family YMCA	62-5880	Sep 2023 YMCA After School Care Fees		7,497.21
9010977398	10/19/2023	Shasta Gymnastics Academy & Sports Center LLC	62-5880	Sep 2023 Gymnastics Classes		77.25
9010977399	10/19/2023	Snow Mountain Natural Spring Water, Inc.	62-5610	9/30/23 Water Dispenser Rental		12.00
9010977400	10/19/2023	TAN, SHELLEY	62-5200	F3 LAW FALL 2023 SPEC ED SYMP MEAL ADVANCE		108.08
9010977401	10/19/2023	UBEO West Business Services	62-4310	Teacher Copy Machine Staples		126.56
9010977402	10/19/2023	US OMNI & TSACG Compliance Ser	62-5860	Sep 2023 TSA Admin Compliance Services		15.00
9010977403	10/19/2023	WARMINGTON, ERIKA A	62-4310	FIRE MTN GEMS CLASS SUPPLIES	68.53	
				HOBBY LOBBY CLASS SUPPLIES	22.51	
				MICHAELS CLASS SUPPLIES	72.02	
				OFFICE DEPOT CLASS SUPPLIES	20.56	
				WALMART CLASS SUPPLIES	21.42	
			62-5211	SEP 2023 MILEAGE REIMB	20.83	225.87
9010977404	10/19/2023	ZUIDEMA, HUISHU S	62-5200	PYTHON ONLINE COURSES PROF DEV		536.40
9010978455	10/26/2023	Amazon, Inc	62-4310	Backup: Wireless Numeric Keypad for Cafe Laptop	17.15	
				Classroom Supplies	251.52	
				Middle School Elective Art Supplies	85.14	
				Phonemic Awareness Book	24.66	
				Poster Board & File Folders	89.40	
				Wireless Mouse for Tech & Lobby	21.22	489.09
9010978456	10/26/2023	AMS.NET, Inc. c/o Fremont Bank	62-5801	Cisco Phone System Upgrade Labor 8.98%		1,490.00
9010978457	10/26/2023	BURKETT, THOMAS	62-4310	DIRTY SOCKS BAND TSHIRTS	326.36	
				FOX COSTUME	92.21	
				REWARD SUPPLIES	41.00	459.57
9010978458	10/26/2023	Danielle & Brad Rullman	62-4310	CHALK - AMAZON	7.50	
				CRAFT BEADS MICHAELS	28.49	
				NOTEBOOKS/PAPPER/SUPPLIES	18.02	54.01
9010978459	10/26/2023	Evapco, Inc.	62-5890	OCT-DEC 2023 Evapco Cooling Tower Service (YR 2 of 3)		921.75
9010978460	10/26/2023	Gateway Medical Services, Inc	62-5800	Aug 2023 Pre-Employment Physicals		245.00
9010978461	10/26/2023	J.W. Pepper & Son, Inc.	62-4310	THUNDER P/A CD		28.95

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preceding Checks be approved.

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Ched Amoui	Expensed Amount	Comment	Fund-Object	Pay to the Order of	Check Date	Check Number
	62.99	CLASS PRIZES & INCENTIVES	62-4310	LYNAM, MELINDA	10/26/2023	9010978462
148.7	85.79	SMELLEY PENCILS-PRIZES				
2,675.5		CLASS	62-4515	Mendes Supply Company	10/26/2023	9010978463
		SUPPLIES:LINERS/SHAMPOO/TISSUES				
285.0	= 2 44	SpEd Psych Online Assessments	62-5801	NCS Pearson Inc		9010978464
	73.44	Construction Paper & Supplies	62-4310	ODP Business Solutions, LLC	10/26/2023	9010978465
	8.03	File Folders				
	112.39	Paper & Tape				
500.0	290.61	Admin Office Supplies	62-4320			
532.9	48.48	Office Supplies	62-4350	0. 5	10/00/0000	0040070400
2,051.6		10/1/23 - 9/30/24 MAINT SERVICE	62-5630	Otis Elevator Company		9010978466
346.0		Psychological Assessments	62-5801	PAR Psychological Assessment// Resources Inc		9010978467
166.7	400.00	SaveMart Cooking Elective Groceries	62-4310	Save Mart Supermarket		9010978468
0.504.4	106.63	NOV 2023 DENTAL	62-3701	Shasta - Trinity Schools Insurance Group - Dental	10/26/2023	9010978469
6,504.4	6,397.80	NOV 2023 DENTAL	62-9551		10/00/0000	0040070470
4.070.5	22.50	NOV 2023 VISION	62-9551	Shasta - Trinity Schools Insurance Group - Vision	10/26/2023	9010978470
1,372.5	1,350.00	NOV 2023 VISION	62-9552		10/00/0000	0040070474
50.740.0	1,072.00	NOV 2023 MEDICAL	62-3701	Shasta -Trinity Schools Insurance Group - Medical	10/26/2023	9010978471
56,746.0	55,674.00	NOV 2023 MEDICAL	62-9550	Objects Medical Occupate to	40/00/0000	0040070470
346.3		WELDING CABLES	62-4540	Shasta Welding Supply, Inc.		9010978472
118.4	5.00	KAHOOT ANNUAL SUBSCRIPTION	62-4310	THOMAS, VANESSA A		9010978473
	5.99	CLASS REWARDS	62-4310	WANG, YIXING	10/26/2023	9010978474
00.4	10.49	MATH CLASS PARTY				
38.1	21.67	MATH CLASS PARTY/CLASS REWARDS	00.4040	ZUIDENAA UUUGUUG	10/00/0000	0040070475
	24.00	CHINESE BUDDY SONG CLUB	62-4310	ZUIDEMA, HUISHU S	10/26/2023	9010978475
	9.36	KHAN ACADEMY A1 INTERFACE				
04.0	20.58	MOON FEST, PAPER SERVING BOATS				
94.0	40.15	MOON FEST. PAPERPLATES & UTENCILS	00.4040	LLC Deads Comments Designs and Constants	10/01/0000	0040070000
	9,579.45	Apple iPads for Art Class	62-4310	U.S. Bank Corporate Payment Systems	10/31/2023	9010978882
	133.23	Red Robin - 10/12 Board Mtg Dinner	62-4330			
	7,078.48	Costco: Sojag Messina Gazebo for High Sch	62-4400			
	9.91	Ace Hardware - Fastners for Lighting	62-4510			
	11.13	FoodMaxx - Distilled Water for Flr Scrubber & Lift				
	22.96	Lowe's - Lumber				
	27.50	Shasta View Chevron - Fuel for Press Washr & Genrtr				

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ERP for California Page 4 of 6

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
9010978882	10/31/2023 U.S. Bank C	orporate Payment Systems	62-4510	Traffic Signs.Com - Cancel Traffic Signs & Pav Markers	539.06-	
				Traffic Signs.Com - Traffic Signs & Pav Markers	539.06	
				WalMart: Blood Sugar Monitor & Test Strips	42.80	
			62-4515	Home Depot - Damprid Odor Eliminator Rm 13-14	27.82	
				Home Depot - Magic Erasers	19.82	
				Home Depot - Scrubber Connectors & CLR Rmvr	30.74	
				O'Reilly Auto Parts - Motor Connector for Scrubber	13.92	
			62-4540	Ace Hardware - Fastners for Playgrnd Lights	16.31	
				Ace Hardware - O-Rings for Music Inst Repair	12.09	
				Ace Hardware - Return O-Rings for Music Inst Repair	8.18-	
				Harbor Freight - Misc Shop Tools	83.33	
				Home Depot - Brackets & Mount Pads for Bifold Divider	24.08	
				Home Depot - Dewalt Grinder & Disks	119.42	
				Home Depot - Mounting Pads for Bifold Divider RM35	29.74	
				Home Depot - Passing Link Chain	12.03	
				Home Depot - Rope & Rplc Plygrnd Lights	68.21	
				Home Depot - Spring Link for Hang Bistro Lights	32.81	
				Home Depot - Washers for Theater Light Prj	6.22	
				Home Depot - Wire Hooks	10.65	
				Lowe's - Connector for Fire Exit Sign Install	19.24	
			62-5200	Embassy Suites - Parking for CEO Council Mtg	35.00	
				Southwest- 11/10 Return CSDC Conf Flight - Tan	143.98	
			62-5801	Apple - Savage Interactive Pty Software for Art Class	194.70	
				GoDaddy RSA Domain Renewal	56.16	

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Board Report

Check	Check				Expensed	Check
Number	Date	Pay to the Order of	Fund-Object	Comment	Amount	Amount
9010978882	10/31/2023 U.S. Bank	Corporate Payment Systems	62-5801	Pro ED - Examiner Record Bk for	97.32	
				Psychological Assessments		
				SLP Toolkit Management Program Annual	215.00	
				Subscription		
				Zoom - RSA Standard Bus Annual License	999.50	
				Zoom - SpEd Standard Bus Annual License	999.50	
				Unpaid Sales Tax	2.89-	20,161.98
				Total Number of Checks	77	178,578.85

Fund Summary

Fund	Description	Check Count	Expensed Amount
62	CharterSchoolsEnterprise	77	178,581.74
	Total Number of Checks	77	178,581.74
	Less Unpaid Sales Tax Liability		2.89
	Net (Check Amount)		178,578.85

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.

P ERP for California Page 6 of 6

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

Consent Agenda

SUBJECT: Agenda Item 1.3 – Approve 2023/24 McConnell Condiotti

Property Use Agreements

1.3.1 RSA/McConnell Use of Condiotti Property for Outdoor Classroom

1.3.2 RSA/McConnell Use of Condiotti Property for Cross Country

PREPARER: Lane Carlson

RECOMMENDATION: Motion to Approve McConnell Condiotti Property Use

Agreements

BACKGROUND:

RSA is entering into an annual agreement with The McConnell Foundation for access & use of the Foundations Condiotti Property for the purpose of conducting outdoor classroom activities & cross country training & meets.

- > See Attached: Condiotti Property Use for Outdoor Classroom Agreement
- ➤ See Attached: Condiotti Property Use for Cross Country Agreement

REFERENCE:

LICENSE AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT ("Agreement") is made effective as of August 20, 2023, by and between THE MCCONNELL FOUNDATION, a California nonprofit corporation ("Licensor") and REDDING SCHOOL OF THE ARTS (the "Licensee").

RECITALS

WHEREAS, Licensor is the owner of certain real property in the City of Redding, California commonly known as the Condiotti ("Property"), and generally described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, Licensee desires to periodically enter upon the Property to conduct educational related activities and to utilize the storage area platform ("Outdoor Classroom") located on the Property as described in Exhibit "B", attached hereto and incorporated herein by reference, for the period from August 20, 2023 through June 30, 2024 (collectively the "Activities"); and

WHEREAS, Licensor is willing to permit the Licensee use of the Property for such time provided that the Licensee indemnifies Licensor as hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. <u>Grant of License</u>. Licensor hereby grants to Licensee a license ("License") from August 20, 2023 through June 30, 2024 to enter upon the Property and conduct the Activities. Licensee may not use the Property for any other purpose without obtaining Licensor's prior written consent. Licensor may revoke this License without cause, effective upon delivery of a written revocation notice to Licensee.
- 2. <u>Event Planning</u>. Licensee shall be solely responsible for any and all planning, coordination, inspection, effort, expense, permitting, and activities necessary or useful to conduct the Activities on the Property contemplated by this Agreement. Without limiting the generality of the foregoing, Licensee shall be solely responsible to determine whether the Property is appropriate and safe for the uses contemplated thereon.

This License includes the obligation by Licensee to maintain and keep the Property free of trash and debris, and to ensure the orderly conduct of all persons accessing the Property, pursuant to this License. In exercising these rights, Licensee must use reasonable care and may not unreasonably increase the burden on the Property.

3. <u>Exculpation</u>.

- 3.1. Definition of "Licensee Parties" and "Licensor Parties." For purposes of Sections 3 and 4, the term Licensee Parties ("Licensee Parties") refers singularly and collectively to Licensee and Licensee's officers, members, partners, agents, employees, and independent contractors as well as to all persons and entities claiming through any of these persons or entities. The term Licensor Parties ("Licensor Parties") refers singularly and collectively to Licensor and the respective officers, directors, shareholders, members, parents, subsidiaries, and any other affiliated entities, assigns, licensees, invitees, beneficiaries, agents, servants, employees, and independent contractors of these persons or entities.
- 3.2 Exculpation. To the fullest extent permitted by law, Licensee, on its behalf and on behalf of all Licensee Parties, waives all claims (in law, equity, or otherwise) against Licensor Parties arising out of, knowingly and voluntarily assumes the risk of, and agrees that Licensor Parties shall not be liable to Licensee Parties for any of the following: (a) Injury to or death of any person; or (b) Loss of, injury

or damage to, or destruction of any tangible or intangible property, including the resulting loss of use, economic losses, and consequential or resulting damage of any kind from any cause.

Licensor Parties shall not be liable under this clause regardless of whether the liability results from any active or passive act, error, omission, or negligence of any of the Licensor Parties; or is based on claims in which liability without fault or strict liability is imposed or sought to be imposed on any of the Licensor Parties.

This exculpation clause shall not apply to claims against Licensor Parties to the extent that a final judgment of a court of competent jurisdiction establishes that the injury, loss, damage, or destruction was proximately caused by Licensor Parties' fraud, willful injury to person or property, or violation of law.

- 3.3 Survival of Exculpation. The clauses of this Section 3 shall survive the expiration or earlier termination of this License until all claims within the scope of this Section 3 are fully, finally, and absolutely barred by the applicable statutes of limitations.
- 3.4 Licensee's Acknowledgment of Fairness. Licensee acknowledges that this Section 3 was negotiated with Licensor, that the consideration for it is fair and adequate, and that Licensee had a fair opportunity to negotiate, accept, reject, modify, or alter it.
- 3.5 No Exculpation for Nondelegable Duties. This exculpation clause may not be interpreted or construed as an attempt by Licensor to be relieved of liability arising out of a nondelegable duty on the part of Licensor.
- 3.6 Waiver of Civil Code section 1542. With respect to the exculpation provided in this Section 3, Licensee waives the benefits of Civil Code section 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Section 4. Indemnification.

- 4.1 Licensee's Indemnification of Licensor Parties. To the fullest extent permitted by law, Licensee shall, at Licensee's sole expense and with counsel reasonably acceptable to Licensor, indemnify, defend, and hold harmless Licensor Parties from and against all Claims, as defined in subsection 4.2, from any cause, arising out of or relating (directly or indirectly) to this License, the rights created under this License, or the Property, including: (a) The use or occupancy, or manner of use or occupancy, of the Property by Licensee Parties; (b) Any act, error, omission, or negligence of Licensee Parties or of any invitee or licensee of Licensee in, on, or about the Property; (c) Licensee's conducting of its business; (d) Any alterations, activities, work, or things done, omitted, permitted, allowed, or suffered by Licensee Parties in, at, or about the Property, including the violation of or failure to comply with any applicable laws, statutes, ordinances, standards, rules, regulations, orders, decrees, or judgments in existence on the License commencement date or enacted, promulgated, or issued after the date of this License; and (e) Any breach or default in performance of any obligation on Licensee's part to be performed under this License, including obligations which survive expiration or earlier termination of this License under the terms of this License.
- 4.2 Definition of Claims. For purposes of this License, Claims ("Claims") means any and all claims, losses, costs, damage, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), charges, assessments, fines, and penalties of any kind (including consultant and expert expenses, court costs, and attorney fees actually incurred).

- 4.3 Type of Injury or Loss. This indemnification extends to and includes Claims for: (a) Injury to any persons (including death at any time resulting from that injury); (b) Loss of, injury or damage to, or destruction of property (including all loss of use resulting from that loss, injury, damage, or destruction); and (c) All economic losses and consequential or resulting damage of any kind.
- 4.4 Active or Passive Negligence; Strict Liability. Except as provided in this subsection 4.4, the indemnification in subsection 4.1 shall apply regardless of the active or passive negligence of Licensor Parties and regardless of whether liability without fault or strict liability is imposed or sought to be imposed on Licensor Parties. The indemnification in subsection 4.1 shall not apply to the extent that a final judgment of a court of competent jurisdiction establishes that a Claim against one Licensor Party was proximately caused by the willful misconduct of that Licensor Party. In that event, however, this indemnification shall remain valid for all other Licensor Parties.
- 4.5 Indemnification Independent of Other Obligations. The indemnification provided in this Section 4 may not be construed or interpreted as in any way restricting, limiting, or modifying Licensee's other obligations under this License and is independent of Licensee's other obligations. Licensee's compliance with the other obligations under this License shall not in any way restrict, limit, or modify Licensee's indemnification obligations under this License.
- 4.6 Attorney Fees. The prevailing party shall be entitled to recover its actual attorney fees and court costs incurred in enforcing the indemnification clauses set forth in this Section 4.
- 4.7 Survival of Indemnification. The clauses of this Section 4 shall survive the expiration or earlier termination of this License until all claims against Licensor Parties involving any of the indemnified matters are fully, finally, and absolutely barred by the applicable statutes of limitations.
- 4.8 Duty to Defend. Licensee's duty to defend Licensor Parties is separate and independent of Licensee's duty to indemnify Licensor Parties. The duty to defend includes claims for which Licensor Parties may be liable without fault or strictly liable. The duty to defend applies regardless of whether the issues of negligence, liability, fault, default, or other obligation on the part of Licensee Parties have been determined. The duty to defend applies immediately, regardless of whether Licensor Parties have paid any sums or incurred any detriment arising out of or relating (directly or indirectly) to any Claims. It is the express intention of the parties that Licensor Parties be entitled to obtain summary adjudication or summary judgment regarding Licensee's duty to defend Licensor Parties at any stage of any claim or suit within the scope of this Section 4.

5. Insurance.

- 5.1 At all times during the term of this Agreement, Licensee shall procure and maintain, at its own expense, all of the following coverages and in the amounts described below:
- (a) Workers' Compensation Insurance conforming to the statutory requirements of the State of California:
- (b) Regardless of the minimum statutory requirements of the State of California, employer liability coverage under the above-referenced Workers' Compensation Insurance with minimum limits of no less than \$1,000,000;
- (c) Commercial General Liability (CGL) insurance with minimum limits of liability of \$5,000,000 per occurrence and \$5,000,000 in the aggregate. Such CGL insurance shall be written on ISO occurrence form CG 00 01 or equivalent and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Without limiting the generality of the foregoing, such CGL insurance shall cover all liability of the insureds with respect to the Parking Area or arising out of or relating to the exercise of any rights of Licensee or its employees under this License (and must specifically insure the performance by Licensee of its indemnity obligations under Section 4, above). Such CGL insurance shall name and include Licensor and its respective officers, directors, agents, and employees, as Additional Insureds pursuant to one or more endorsements to the policy acceptable to Licensor;

- (d) Commercial Automobile Liability (CAL) insurance with minimum limits of \$1,000,000 per accident. Such CAL insurance shall include coverage for any owned, non- owned, leased or hired vehicle written on an insurance industry standard form (CA 00 01) or equivalent. Such CAL insurance shall name and include Licensor and its respective officers, directors, agents, and employees, as Additional Insureds pursuant to the policy or one or more endorsements to the policy acceptable to Licensor; and
- (e) Excess Liability insurance in an amount of no less than \$50,000,000 providing excess liability insurance coverage over the Commercial General Liability and Commercial Automobile Liability insurance described in subsections (c) and (d), above. Such Excess Liability insurance shall name and include Licensor and its respective officers, directors, agents, and employees, as Additional Insureds pursuant to one or more endorsements to the policy acceptable to Licensor.
- (f) Childhood Sexual Assault Liability insurance with minimum limits of not less than \$5,000,000 per claim and \$5,000,000 aggregate.

Licensee is permitted to satisfy the insurance requirements set forth in this Section 5 by means of self-insurance secured through the California Joint Powers Risk Management Authority or other Joint Powers Authority in current receipt of an Accreditation of Excellence or Full Accreditation from the California Association of Joint Powers Authorities.

- All Policies described shall be procured to the satisfaction of Licensor and shall be underwritten by an insurer acceptable to Licensor (must be rated A- VII or better in the AM Best's Key Rating Guide and licensed to do business in the State of California). Within ten (10) days following the Effective Date, Licensee shall furnish Licensor with certificates of insurance and endorsements of all required insurance for Licensee. At Licensor's election, Licensor shall be entitled to inspect original Policies or require complete certified copies of Policies at any time. Such certificate(s) of insurance shall provide that the coverage(s) required herein shall not be cancelled or reduced except by written notice to Licensor, given at least thirty (30) days prior to the effective date of such cancellation or reduction. In the event the coverage evidenced by any such certificate is cancelled or reduced, Licensee shall procure and furnish to Licensor, before the effective date of such cancellation or reduction, new coverages and new certificates conforming to the above requirements. If Licensee has failed for any reason to secure the Policies to the satisfaction of Licensor upon execution of this Agreement, or if Licensor has not been furnished a certificate of insurance as aforesaid within ten (10) days from the Effective Date, then Licensor shall have the right, in addition to any other remedy available to it, to (a) immediately terminate this Agreement and the License on written notice to Licensee, or (b) secure any or all of said Policies and Licensee shall immediately reimburse Licensor for the cost of such Policies upon request by Licensor.
- 5.3 Notwithstanding any other provision of this Agreement, and separate and apart from any obligation of Licensee to indemnify, if Licensee's insurance carrier fails or refuses to defend or indemnify pursuant to an additional insured endorsement because of a failure to obtain an additional insured endorsement, policy deductible, self-insured retention or unauthorized coverage deletion, Licensee shall stand in the place of its insurer and defend and indemnify to the same extent that an insurer issuing the coverage as required herein would under California law.
- 5.5 All insurance certificates or other evidence of coverage required to be submitted to Licensor pursuant to this Section 5 shall be sent to: The McConnell Foundation, Attn: Connie Grinols, 800

Shasta View Drive, Redding, CA 96003.

- 6. <u>Joint and Several Liability</u>. If more than one person or entity is the Licensee, the obligations imposed on that party shall be joint and several.
- 7. <u>Cumulative Remedies</u>. Nothing contained in this Agreement is intended to or shall be construed so as to limit the remedies which Licensor may have against the Licensee in the event of a breach of any representation, warranty, or agreement made under or pursuant to this Agreement, it being intended that any remedies shall be cumulative and not exclusive.
- 8. <u>Entire Agreement</u>. This Agreement contains all representations and the entire understanding and agreement between the parties. Correspondence, memoranda, and oral or written agreements which originated before the date of this Agreement are replaced in total by this Agreement unless otherwise expressly stated in this Agreement. The provisions of this Agreement may be waived, altered, amended, or repealed, in whole or in part, only on the written consent of all parties to this Agreement.
- 9. <u>Successors and Assigns</u>. This License is personal to the Licensee and Licensee's rights and obligations under this Agreement shall not be assigned without Licensor's prior written consent, and any assignment without consent shall be void and have no effect. No legal title or leasehold interest in the Property is created or vested in Licensee by the grant of this Licensee. Subject to these restrictions, this Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 10. <u>Governing Law</u>. This Agreement and the rights and duties among the parties hereto shall be governed by and construed in accordance with the law of the State of California that would apply if both parties were residents of California and the Agreement was made in California.
- 11. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1, et seq.) or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. With respect to signatures delivered via facsimile or electronically, each Party shall deliver their original ink signatures to the other Party within 30 days following the mutual execution of this Agreement, provided, that failure to deliver such original ink signatures shall not affect the validity of the electronic signatures that were delivered.
- 12. <u>Equal Interpretation</u>. 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.
- 13. <u>Severability</u>. The enforceability, invalidity, or illegality or any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
- 14. <u>Notices</u>. Any notices given under this Agreement shall be in writing and shall be served either personally or delivered by first class or express United States mail with postage prepaid, return receipt requested pursuant to registered or certified mail, or by a nationally recognized overnight commercial courier service with charges prepaid. Notices may also effectively be given by transmittal over electronic transmitting devices if the party to whom the notice is being sent has a receiving device in its office, and provided a complete copy of the notice shall also be served either personally or in the same manner as required for a mailed notice. Notices shall be deemed received at the earlier of actual receipt

or three (3) days following deposit in the United States mail with postage prepaid or with a nationally recognized overnight commercial courier service with charges prepaid. Notices, if not personally delivered, shall be directed to the following addresses:

To: Licensor

The McConnell Foundation Attn: John A. Mancasola 800 Shasta View Drive Redding, CA 96003-8208

To: Licensee

Redding School of the Arts Attn: Lane Carlson 955 Inspiration Place Redding, CA 96003

Any party may change its address for notice purposes by giving notice to the others in accordance with this paragraph, provided that the address change shall not be effective until three (3) days after notice of the change.

Licensor: THE MCCONNELL FOUNDATION,
A California Nonprofit Corporation

By: John A. Mancasola

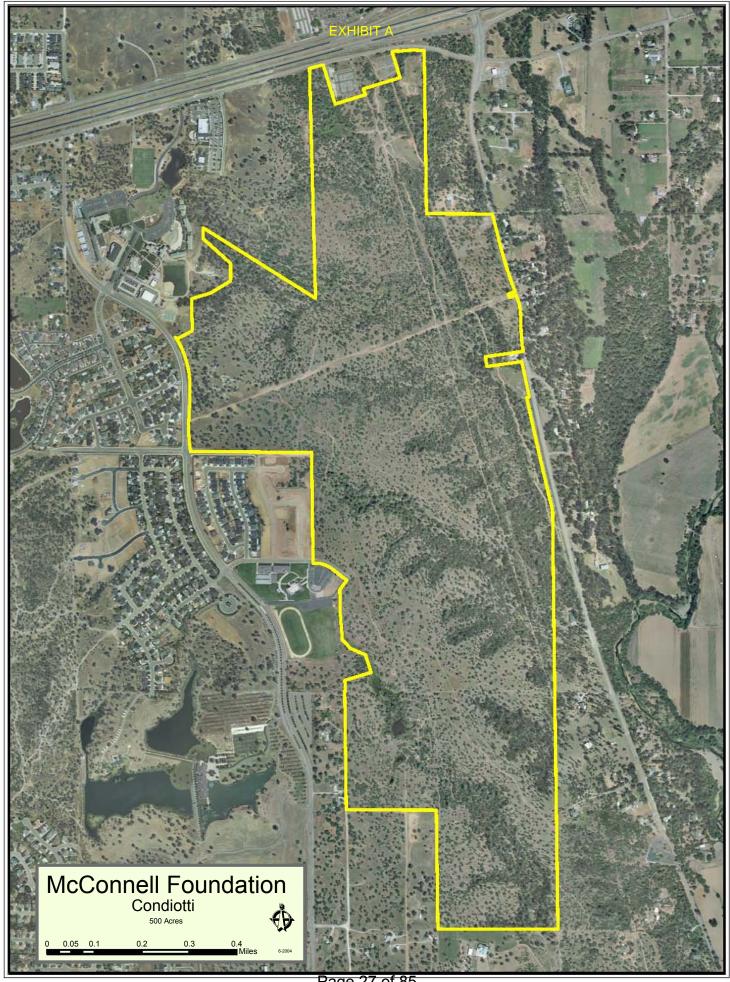
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John A. Mancasola

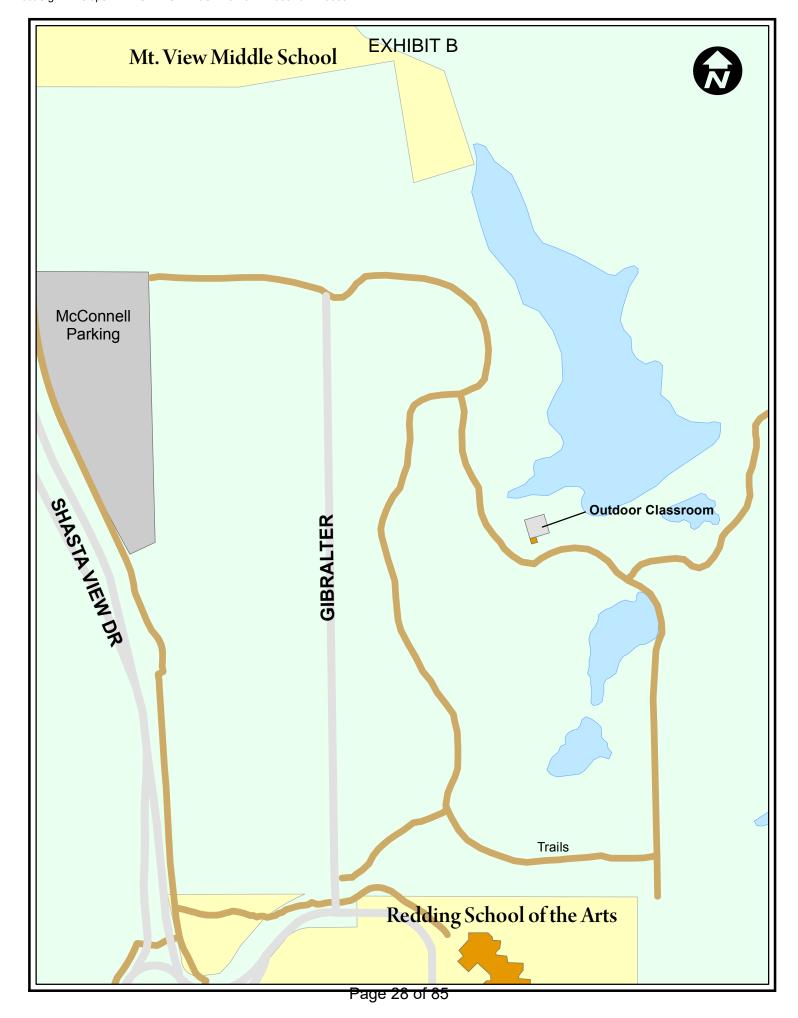
President & CEO

Licensee: REDDING SCHOOL OF THE ARTS

By: Law Carlson
Lane Carlson
Executive Director



Page 27 of 85



LICENSE AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT ("Agreement") is made effective as of August 20, 2023, by and between THE MCCONNELL FOUNDATION, a California nonprofit corporation ("Licensor") and REDDING SCHOOL OF THE ARTS (the "Licensee").

RECITALS

WHEREAS, Licensor is the owner of certain real property in the City of Redding, California commonly known as the Condiotti ("Property"), and generally described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, Licensee desires to periodically enter upon the Property for the purposes of establishing a cross country trail on a portion of the Property as described in Exhibit "B", attached hereto and incorporated herein by reference, for its: (1) cross country training by Redding School of the Arts students and supervision thereof by Licensee's personnel; and (2) for hosting cross country meets at times and dates approved in advance by Licensor for the period from August 20, 2023 through June 30, 2024 (collectively the "Activities"); and

WHEREAS, Licensor is willing to permit the Licensee use of the Property for such time provided that the Licensee indemnifies Licensor as hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. <u>Grant of License</u>. Licensor hereby grants to Licensee a license ("License") from August 20, 2023 through June 30, 2024 to enter upon the Property and conduct the Activities. Licensee may not use the Property for any other purpose without obtaining Licensor's prior written consent. Licensor may revoke this License without cause, effective upon delivery of a written revocation notice to Licensee.
- 2. <u>Event Planning</u>. Licensee shall be solely responsible for any and all planning, coordination, inspection, effort, expense, permitting, and activities necessary or useful to conduct the Activities on the Property contemplated by this Agreement. Without limiting the generality of the foregoing, Licensee shall be solely responsible to determine whether the Property is appropriate and safe for the uses contemplated thereon.

This License includes the obligation by Licensee to maintain and keep the Property free of trash and debris, and to ensure the orderly conduct of all persons accessing the Property, pursuant to this License. In exercising these rights, Licensee must use reasonable care and may not unreasonably increase the burden on the Property.

3. Exculpation.

- 3.1. Definition of "Licensee Parties" and "Licensor Parties." For purposes of Sections 3 and 4, the term Licensee Parties ("Licensee Parties") refers singularly and collectively to Licensee and Licensee's officers, members, partners, agents, employees, and independent contractors as well as to all persons and entities claiming through any of these persons or entities. The term Licensor Parties ("Licensor Parties") refers singularly and collectively to Licensor and the respective officers, directors, shareholders, members, parents, subsidiaries, and any other affiliated entities, assigns, licensees, invitees, beneficiaries, agents, servants, employees, and independent contractors of these persons or entities.
- 3.2 Exculpation. To the fullest extent permitted by law, Licensee, on its behalf and on behalf of all Licensee Parties, waives all claims (in law, equity, or otherwise) against Licensor Parties

arising out of, knowingly and voluntarily assumes the risk of, and agrees that Licensor Parties shall not be liable to Licensee Parties for any of the following: (a) Injury to or death of any person; or (b) Loss of, injury or damage to, or destruction of any tangible or intangible property, including the resulting loss of use, economic losses, and consequential or resulting damage of any kind from any cause.

Licensor Parties shall not be liable under this clause regardless of whether the liability results from any active or passive act, error, omission, or negligence of any of the Licensor Parties; or is based on claims in which liability without fault or strict liability is imposed or sought to be imposed on any of the Licensor Parties.

This exculpation clause shall not apply to claims against Licensor Parties to the extent that a final judgment of a court of competent jurisdiction establishes that the injury, loss, damage, or destruction was proximately caused by Licensor Parties' fraud, willful injury to person or property, or violation of law.

- 3.3 Survival of Exculpation. The clauses of this Section 3 shall survive the expiration or earlier termination of this License until all claims within the scope of this Section 3 are fully, finally, and absolutely barred by the applicable statutes of limitations.
- 3.4 Licensee's Acknowledgment of Fairness. Licensee acknowledges that this Section 3 was negotiated with Licensor, that the consideration for it is fair and adequate, and that Licensee had a fair opportunity to negotiate, accept, reject, modify, or alter it.
- 3.5 No Exculpation for Nondelegable Duties. This exculpation clause may not be interpreted or construed as an attempt by Licensor to be relieved of liability arising out of a nondelegable duty on the part of Licensor.
- 3.6 Waiver of Civil Code section 1542. With respect to the exculpation provided in this Section 3, Licensee waives the benefits of Civil Code section 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Section 4. Indemnification.

- 4.1 Licensee's Indemnification of Licensor Parties. To the fullest extent permitted by law, Licensee shall, at Licensee's sole expense and with counsel reasonably acceptable to Licensor, indemnify, defend, and hold harmless Licensor Parties from and against all Claims, as defined in subsection 4.2, from any cause, arising out of or relating (directly or indirectly) to this License, the rights created under this License, or the Property, including: (a) The use or occupancy, or manner of use or occupancy, of the Property by Licensee Parties; (b) Any act, error, omission, or negligence of Licensee Parties or of any invitee or licensee of Licensee in, on, or about the Property; (c) Licensee's conducting of its business; (d) Any alterations, activities, work, or things done, omitted, permitted, allowed, or suffered by Licensee Parties in, at, or about the Property, including the violation of or failure to comply with any applicable laws, statutes, ordinances, standards, rules, regulations, orders, decrees, or judgments in existence on the License commencement date or enacted, promulgated, or issued after the date of this License; and (e) Any breach or default in performance of any obligation on Licensee's part to be performed under this License, including obligations which survive expiration or earlier termination of this License under the terms of this License.
- 4.2 Definition of Claims. For purposes of this License, Claims ("Claims") means any and all claims, losses, costs, damage, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), charges, assessments, fines, and penalties of any kind (including

consultant and expert expenses, court costs, and attorney fees actually incurred).

- 4.3 Type of Injury or Loss. This indemnification extends to and includes Claims for: (a) Injury to any persons (including death at any time resulting from that injury); (b) Loss of, injury or damage to, or destruction of property (including all loss of use resulting from that loss, injury, damage, or destruction); and (c) All economic losses and consequential or resulting damage of any kind.
- 4.4 Active or Passive Negligence; Strict Liability. Except as provided in this subsection 4.4, the indemnification in subsection 4.1 shall apply regardless of the active or passive negligence of Licensor Parties and regardless of whether liability without fault or strict liability is imposed or sought to be imposed on Licensor Parties. The indemnification in subsection 4.1 shall not apply to the extent that a final judgment of a court of competent jurisdiction establishes that a Claim against one Licensor Party was proximately caused by the willful misconduct of that Licensor Party. In that event, however, this indemnification shall remain valid for all other Licensor Parties.
- 4.5 Indemnification Independent of Other Obligations. The indemnification provided in this Section 4 may not be construed or interpreted as in any way restricting, limiting, or modifying Licensee's other obligations under this License and is independent of Licensee's other obligations. Licensee's compliance with the other obligations under this License shall not in any way restrict, limit, or modify Licensee's indemnification obligations under this License.
- 4.6 Attorney Fees. The prevailing party shall be entitled to recover its actual attorney fees and court costs incurred in enforcing the indemnification clauses set forth in this Section 4.
- 4.7 Survival of Indemnification. The clauses of this Section 4 shall survive the expiration or earlier termination of this License until all claims against Licensor Parties involving any of the indemnified matters are fully, finally, and absolutely barred by the applicable statutes of limitations.
- 4.8 Duty to Defend. Licensee's duty to defend Licensor Parties is separate and independent of Licensee's duty to indemnify Licensor Parties. The duty to defend includes claims for which Licensor Parties may be liable without fault or strictly liable. The duty to defend applies regardless of whether the issues of negligence, liability, fault, default, or other obligation on the part of Licensee Parties have been determined. The duty to defend applies immediately, regardless of whether Licensor Parties have paid any sums or incurred any detriment arising out of or relating (directly or indirectly) to any Claims. It is the express intention of the parties that Licensor Parties be entitled to obtain summary adjudication or summary judgment regarding Licensee's duty to defend Licensor Parties at any stage of any claim or suit within the scope of this Section 4.

5. Insurance.

- 5.1 At all times during the term of this Agreement, Licensee shall procure and maintain, at its own expense, all of the following coverages and in the amounts described below:
- (a) Workers' Compensation Insurance conforming to the statutory requirements of the State of California:
- (b) Regardless of the minimum statutory requirements of the State of California, employer liability coverage under the above-referenced Workers' Compensation Insurance with minimum limits of no less than \$1,000,000;
- (c) Commercial General Liability (CGL) insurance with minimum limits of liability of \$5,000,000 per occurrence and \$5,000,000 in the aggregate. Such CGL insurance shall be written on ISO occurrence form CG 00 01 or equivalent and shall cover liability arising from premises, operations,

independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Without limiting the generality of the foregoing, such CGL insurance shall cover all liability of the insureds with respect to the Parking Area or arising out of or relating to the exercise of any rights of Licensee or its employees under this License (and must specifically insure the performance by Licensee of its indemnity obligations under Section 4, above). Such CGL insurance shall name and include Licensor and its respective officers, directors, agents, and employees, as Additional Insureds pursuant to one or more endorsements to the policy acceptable to Licensor;

- (d) Commercial Automobile Liability (CAL) insurance with minimum limits of \$1,000,000 per accident. Such CAL insurance shall include coverage for any owned, non- owned, leased or hired vehicle written on an insurance industry standard form (CA 00 01) or equivalent. Such CAL insurance shall name and include Licensor and its respective officers, directors, agents, and employees, as Additional Insureds pursuant to the policy or one or more endorsements to the policy acceptable to Licensor; and
- (e) Excess Liability insurance in an amount of no less than \$50,000,000 providing excess liability insurance coverage over the Commercial General Liability insurance and Commercial Automobile Liability insurance described in subsections (c) and (d), above. Such Excess Liability insurance shall name and include Licensor and its respective officers, directors, agents, and employees, as Additional Insureds pursuant to one or more endorsements to the policy acceptable to Licensor.
- (f) Childhood Sexual Assault Liability insurance with minimum limits of not less than \$5,000,000 per claim and \$5,000,000 aggregate.

Licensee is permitted to satisfy the insurance requirements set forth in this Section 5 by means of self-insurance secured through the California Joint Powers Risk Management Authority or other Joint Powers Authority in current receipt of an Accreditation of Excellence or Full Accreditation from the California Association of Joint Powers Authorities.

- 5.2 All Policies described shall be procured to the satisfaction of Licensor and shall be underwritten by an insurer acceptable to Licensor (must be rated A- VII or better in the AM Best's Key Rating Guide and licensed to do business in the State of California). Within ten (10) days following the Effective Date, Licensee shall furnish Licensor with certificates of insurance and endorsements of all required insurance for Licensee. At Licensor's election, Licensor shall be entitled to inspect original Policies or require complete certified copies of Policies at any time. Such certificate(s) of insurance shall provide that the coverage(s) required herein shall not be cancelled or reduced except by written notice to Licensor, given at least thirty (30) days prior to the effective date of such cancellation or reduction. In the event the coverage evidenced by any such certificate is cancelled or reduced. Licensee shall procure and furnish to Licensor, before the effective date of such cancellation or reduction, new coverages and new certificates conforming to the above requirements. If Licensee has failed for any reason to secure the Policies to the satisfaction of Licensor upon execution of this Agreement, or if Licensor has not been furnished a certificate of insurance as aforesaid within ten (10) days from the Effective Date, then Licensor shall have the right, in addition to any other remedy available to it, to (a) immediately terminate this Agreement and the License on written notice to Licensee, or (b) secure any or all of said Policies and Licensee shall immediately reimburse Licensor for the cost of such Policies upon request by Licensor.
- 5.3 Notwithstanding any other provision of this Agreement, and separate and apart from any obligation of Licensee to indemnify, if Licensee's insurance carrier fails or refuses to defend or indemnify pursuant to an additional insured endorsement because of a failure to obtain an additional insured endorsement, policy deductible, self-insured retention or unauthorized coverage deletion, Licensee shall stand in the place of its insurer and defend and indemnify to the same extent that an insurer issuing the coverage as required herein would under California law.

- 5.5 All insurance certificates or other evidence of coverage required to be submitted to Licensor pursuant to this Section 5 shall be sent to: The McConnell Foundation, Attn: Connie Grinols, 800 Shasta View Drive, Redding, CA 96003.
- 6. <u>Joint and Several Liability</u>. If more than one person or entity is the Licensee, the obligations imposed on that party shall be joint and several.
- 7. <u>Cumulative Remedies</u>. Nothing contained in this Agreement is intended to or shall be construed so as to limit the remedies which Licensor may have against the Licensee in the event of a breach of any representation, warranty, or agreement made under or pursuant to this Agreement, it being intended that any remedies shall be cumulative and not exclusive.
- 8. <u>Entire Agreement</u>. This Agreement contains all representations and the entire understanding and agreement between the parties. Correspondence, memoranda, and oral or written agreements which originated before the date of this Agreement are replaced in total by this Agreement unless otherwise expressly stated in this Agreement. The provisions of this Agreement may be waived, altered, amended, or repealed, in whole or in part, only on the written consent of all parties to this Agreement.
- 9. <u>Successors and Assigns</u>. This License is personal to the Licensee and Licensee's rights and obligations under this Agreement shall not be assigned without Licensor's prior written consent, and any assignment without consent shall be void and have no effect. No legal title or leasehold interest in the Property is created or vested in Licensee by the grant of this Licensee. Subject to these restrictions, this Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 10. <u>Governing Law</u>. This Agreement and the rights and duties among the parties hereto shall be governed by and construed in accordance with the law of the State of California that would apply if both parties were residents of California and the Agreement was made in California.
- 11. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1, et seq.) or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. With respect to signatures delivered via facsimile or electronically, each Party shall deliver their original ink signatures to the other Party within 30 days following the mutual execution of this Agreement, provided, that failure to deliver such original ink signatures shall not affect the validity of the electronic signatures that were delivered.
- 12. <u>Equal Interpretation</u>. 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.
- 13. <u>Severability</u>. The enforceability, invalidity, or illegality or any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
- 14. <u>Notices</u>. Any notices given under this Agreement shall be in writing and shall be served either personally or delivered by first class or express United States mail with postage prepaid, return receipt requested pursuant to registered or certified mail, or by a nationally recognized overnight commercial courier service with charges prepaid. Notices may also effectively be given by transmittal over electronic transmitting devices if the party to whom the notice is being sent has a receiving device in

its office, and provided a complete copy of the notice shall also be served either personally or in the same manner as required for a mailed notice. Notices shall be deemed received at the earlier of actual receipt or three (3) days following deposit in the United States mail with postage prepaid or with a nationally recognized overnight commercial courier service with charges prepaid. Notices, if not personally delivered, shall be directed to the following addresses:

To: Licensor

The McConnell Foundation Attn: John A. Mancasola 800 Shasta View Drive Redding, CA 96003-8208

To: Licensee

Redding School of the Arts Attn: Lane Carlson 955 Inspiration Place Redding, CA 96003

Any party may change its address for notice purposes by giving notice to the others in accordance with this paragraph, provided that the address change shall not be effective until three (3) days after notice of the change.

Licensor: THE MCCONNELL FOUNDATION,
A California Nonprofit Corporation

By: John A. Mancasola

John A. Mancasola

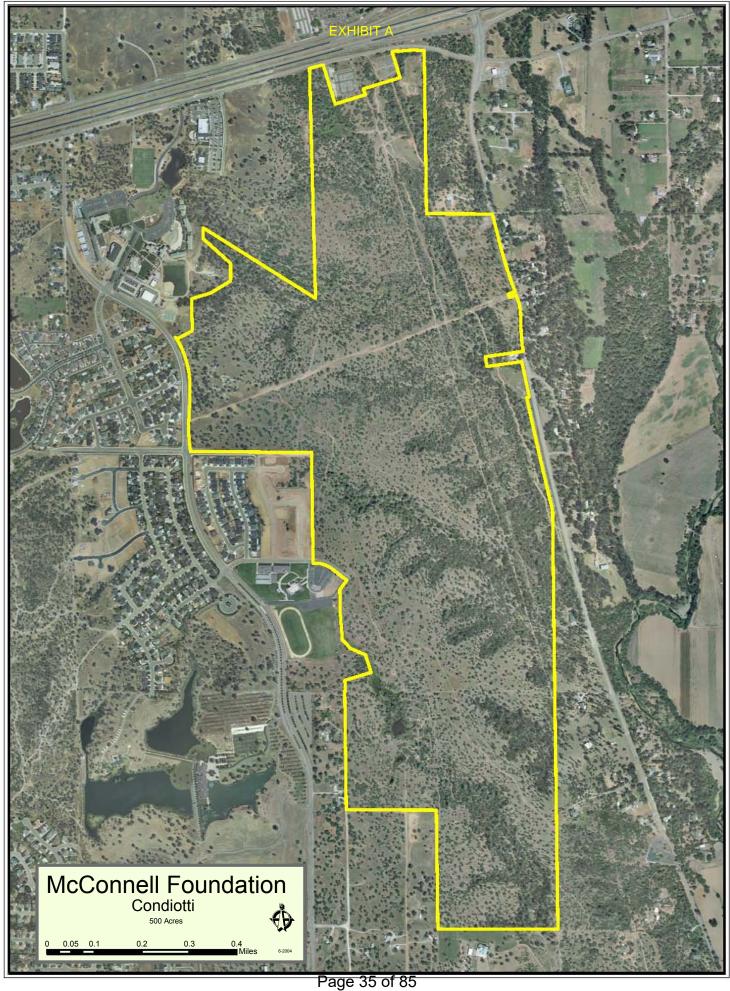
John A. Mancasola

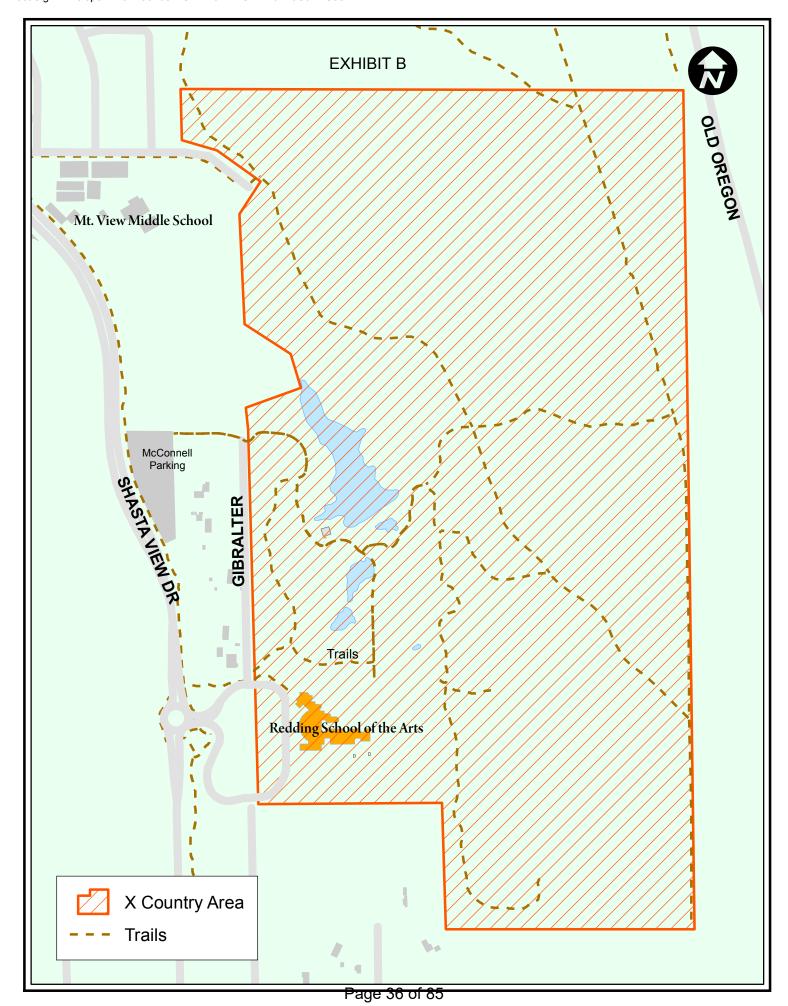
President & CEO

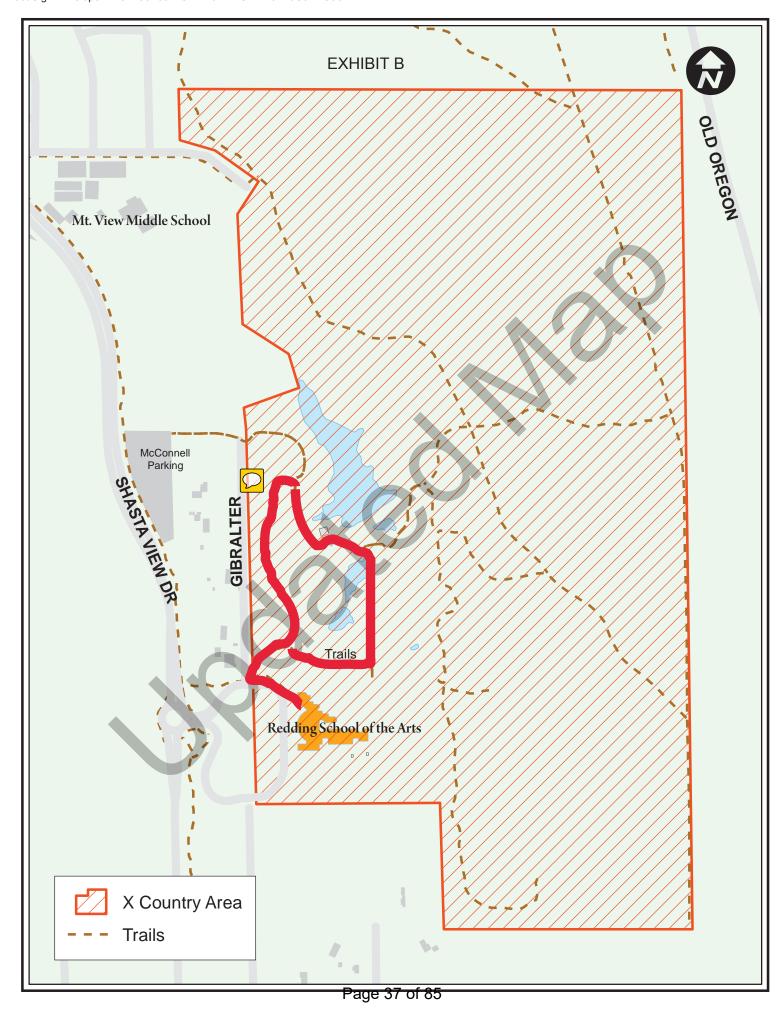
Licensee: REDDING SCHOOL OF THE ARTS

By: Law Carlson
Lane Carlson
Executive Director

DocuSigned by:







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

Consent Agenda

SUBJECT:	Agenda Item 1.4	4 – Approve I	Naming (of Facility	Policy	-2^{nd}

Read

PREPARER: Lane Carlson

<u>RECOMMENDATION</u>: Motion to Approve Policy

BACKGROUND:

The board will review the final draft of the Naming of Facility Policy before taking action to approve. The policy will serve to establish procedures and guidelines for RSA.

➤ See Attached: Naming of Facility Policy

REFERENCE:

RSA Policies & Procedures/Governing Board Policies/Policy Adoption

NAMING of FACILITY POLICY

The Governing Board may name School-owned or leased buildings, grounds, and facilities in recognition of:

- 1. Individuals, living or deceased, and entities that have made outstanding contributions, including financial contributions, to the school community.
 - a) Research and rationale for each naming request is to be completed and submitted by the person/party/school supporting organization presenting the request at the time the request is made.
- 2. Individuals, living or deceased, who have made contributions of statewide, national, or worldwide significance.
 - a) Research and rationale for each naming request is to be completed and submitted by the person/party/school supporting organization presenting the request at the time the request is made.
- 3. The geographic area in which the school or building is located.
 - a) The Board encourages community participation in the process of selecting names. An Advisory Committee shall be appointed by the Board, consisting of: the Executive Director, one Site Principal (not to be from the site where the facility is to be named), three community members, selected by the Executive Director, and two staff members (1 certificated and 1 classified, each employed a minimum of 15 years at RSA) selected by the Executive Director.
- 4. Naming requests will be considered once per year, and must be submitted to the Executive Director's Office. The Advisory Committee will subsequently be convened to review the request and the Committee's recommendation will be presented to the Board no later 90 days at public regular board meeting.
 - a) Any name adopted for any new school or facility shall not be so similar to the name of any existing School as to result in confusion to members of the community.
 - b) Before adopting any proposed name, the Board shall hold a public hearing at which members of the public will be given an opportunity to provide input.
 - c) When naming or renaming a School building or facility, the Board may specify the duration for which the name shall be in effect.
- 5. The Board reserves the authority to terminate the naming of a school facility if it determines that the grantee, subsequent to receiving the naming right, has engaged in any criminal or unlawful acts that might bring the School in disrepute.

Memorials

Upon request, the Board may consider erecting monuments, or dedicating buildings, parts of buildings, athletic fields, or other School facilities, in memory of deceased students, staff members, community members, and benefactors of the School.

Naming in Recognition of a Business or Commercial Product

The Board may name any School building or facility in recognition of a business or commercial product. In doing so, the Board shall enter into a written agreement which shall:

- 1. Specify the benefits to the School from entering into the agreement
- 2. State the roles and responsibilities of the parties to the agreement, including whether or not the Board shall retain the power to approve any proposed name
- 3. Provide details related to the naming right granted, including the building, grounds, or facility involved and the duration for which the name shall be in effect
- 4. Prohibit any message, image, or other depiction that advocates or endorses the use of drugs, tobacco, or alcohol, encourages unlawful discrimination against any person or group, or promotes the use of violence or the violation of any law or School policy (Nondiscrimination in School Programs/Activities) (Gifts, Grants and Bequests)
- 5. The Board reserves the authority to terminate the naming right if it determines that the grantee, subsequent to receiving the naming right, has engaged in any of the prohibited acts stated in item #4 above or other criminal or unlawful acts that might bring the School into disrepute
- 6. Should a School, building or facility that has been named be sold or no longer used by the School, the naming of that facility will not automatically transfer to any other facility.

Adopted:

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

Consent Agenda

<u>SUBJECT</u>: Agenda Item 1.5 – Approve 2023/24 Governing Board Goals

- 2nd Draft

PREPARER: Tiffany Blasingame /Lane Carlson

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

BACKGROUND:

The board will review a final draft of their 2023/24 Governing Board Goals, based on the 10/19 Special Board Meeting discussion, before taking action to approve.

➤ See Attached: 2023/24 Governing Board Goals – 2nd Draft

REFERENCE:

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

	RSA Governing Board Annua	al Goals			2023-20)24			
	Mission	To provic	le those s	students who have an interest in visual or perforn with clarity and precision,			for the 21st century - the ability to read, write, spea the life of the community.	k and cal	iculate
	Vision	RSA ena	bles stud	ents to become literate, self-motivated and life lo	ong learner performir		preciate, enjoy and respect diversity of culture and	the visu	al and
	Values	student	-centere		ural/multili ved school		vironment with emphasis on the arts, positive, coll nity.	aborative	e, and
	FINANCE GOAL (if in sheets, click cell for ba	alara and infa)		INCREASE ENROLLMENT FOR HIGHS	CHOOL	RY 30			
bjectives	Visit various sites and present info on Highschool	Who	Due	Create a handout that highlights advantages of highschool compared to other highschools in town to give out during presentations and/or media.		Due	Increase social media presence	Who	Due
	Create a list of venues and tentative itinerary for appearances until June at 1 appearance per month.	Lane Carlson	Dec Mtg	Create outline of crucial information that the handout should include. Info, testimonials, where to find more information	Lane	Dec 15th	Talk to Bridgette about increased focus on posting for Highschool & Create paid FB advertising	Lane Carlson	Dec
	Contact venues and schedule visits	Adel Morfin	end of Jan	Design and draft the handout	Lane	January 9th	Create some Instagram/Facebook post in Canva that we can send to Bridgette to post, include information about highschool and current events, how to enroll. testimonials from parents & students	Tiffany Blasinga me	Dec.
	Complete visits and present, 1 per month.	Lane Carlson	Jan-Jun	Finalize and Print	Lane	January 16th	Create and execute paid ads through FB to target specific audiences	Bridgette	Jan.
	GOVERNANCE GOAL			REVIEW AND REVISE GOVERNING BO	DARD AP	PLICAT	TION		
	Assess current application & process	Who	Due	Synchronize all platforms and documents	Who	Due		Who	Due
	Conduct a SWOT analysis on the current application & process	Lane Car & Tiffany Bl	Jan Mtg	website	School Website facilatator	June			
	Document and draft updated application	Tiffany Bl & Lane Car	March Mtg	policy documents	GB/Secretary	June	Y		
ask 3	Bring to board for discussion & approval	Carlson	May Mtg						
	GOVERNANCE GOAL			REVIEW AND REVISE EXECUTIVE DI	RECTOR	EVALU	JATION DOCUMENTS & PROCESS	,	
	Update the evaluation questions	Who	Due	Update the process to be more streamlined and organized	Who	Due		Who	Due
	conduct a SWOT on the evaluation questions	ED Eval commitee	January	ED eval committee to evaluate current review process using SWOT	ED Eval commitee	January			
	Update the evaluation questions Draft updates and bring to the board for discussion	ED Eval commitee ED Eval	Feb	addreses and update areas that can be strengthened	ED Eval commitee ED Eval	Feb			
ask 3	& approval	commitee	March		commitee	March			
	ORGANIZATIONAL GOAL			EVALUATE AND REFINE THE SCHOOL MISS	SION STAT	EMENT			
bjectives	Create a committee	Who	Due	Define and document a system for the update	Who	Due	Synchronize all documents/platforms with updated Mission Statement	Who	Due
	Determine stakeholders that should be on committee	Lane Carlson	11/17/2023	Determine the current Mission Statement in effect & send to Tiffany	Lane Carlson	12/14/202	Website	School Website facilatator	June
	Add commitee formation action to Board Agenda	Adel Morfin	12/5/2023	Review any RSA Policy Documents for direction and procedures & combine this with ideas for cultivating an updated mission statement	Tiffany Blasingame	1/2024	Policy Documents	GB & Tiffan	June
	Establish and Vote on commitee	GB	12/14/2023		Tiffany Blasingame		Marketing Materials	Lane Carlson	7/20
	Commitee to establish dates to meet	GB	12/14/2023						

FINANCE GOAL -Background Information

In California, charter public schools are funded under the Local Control Funding Formula (LCFF) which allocates state and local tax dollars to public education agencies based on the number of pupils in each grade level. Charter schools rarely have access to local school bonds or parcel taxes that benefit traditional public schools.

GOVERNANCE GOAL - Review and revise governing board application process -Background Information

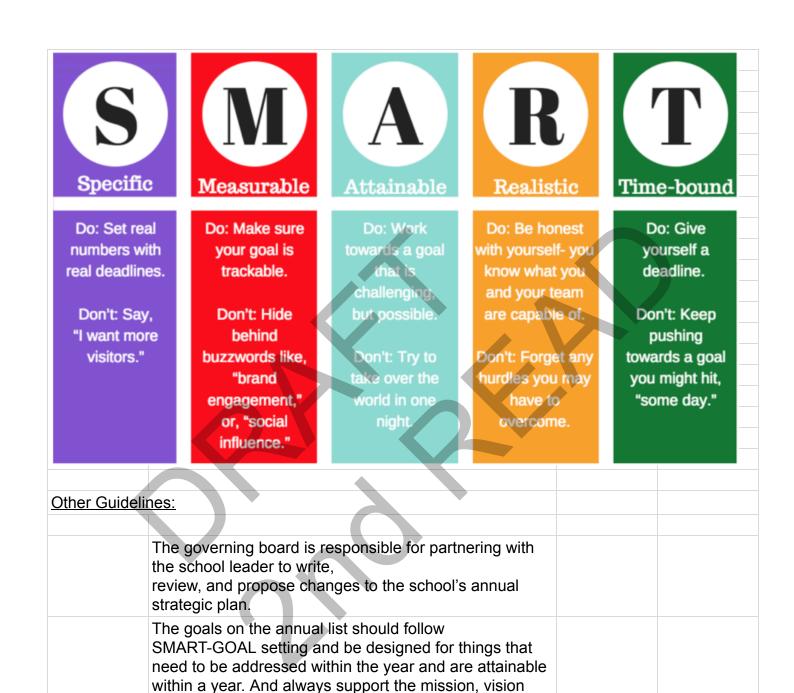
The application for our Governing Board has not been updated in awhile and has some out dated and ineffective information and/or questions. It also can include more pertininent information such as general meeting dates and what we are looking for in a governing board member. This new board application will help set the stage for expectations and also allow the ED and GB to feel confident in appointing board members after review of the application.

GOVERNANCE GOAL - Review and revise Executive Director evaluation process-Background Information

The performance evaluation of the ED plays a crucial role in the effective governance and management of RSA. The performance evaluation proivides accountability so that the governing board can track the ED's alignment with the School's goals, improve stakeholder confidence, and lead to an improved understanding of personal and professional goals for the ED. It can and also help ensure the ED is recognized for their work and are being provided the right training opportunities to acquire further skills.

ORGANIZATIONAL GOAL- Background Information

The board of directors and the school leadership are responsible for establishing and evaluating the school's Mission statement. A mission statement communicates the organization's reason for being, how it aims to serve its key stakeholders, and directs how and why of all decisions as it relates to leading the school. Effective Mission statements are accurate, succinct, and straightforward.



and values of school.



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

Financial Reporting

<u>SUBJECT</u>: Agenda Item 2.1 – ADA & Financial Update

PREPARER: Lane Carlson/Robyn Stamm

RECOMMENDATION: Discussion

BACKGROUND:

Lane Carlson will present the board with an update on RSA's current ADA standing and the financial impact on the budget.

➤ See Attached: Enrollment Projection Report

➤ See Attached: 2023/24 MYP Preliminary Budget

REFERENCE:

RSA Fiscal Policies & Procedures Manual/Budgeting & Cash Flow Management Policy/Monthly Updates

R	EDDING SCHOO	L OF THE ARTS		
		201 111274410		
Enrollment:	ADOPTED	CURRENT	DIFF	
	23/24	23/24		
TK	4	5	1	
K	70	70	0	
1	67	69	2	
2	71	71	0	
3	68	65	-3	
4	85	66	-19	
5	48	60	12	
6	65	58	-7	
7	58	57	-1	
8	56	52	-4	
9	39	29	-10	
10	24	15	-9	
11	10	11	1	
12	0	0	0	
			0	
	665	628	37	
ADA	ADOPTED	CURRENT	DIFF	
	23/24	23/24		
TK	3.8	4.75	0.95	
K-3	262.2	261.25	-0.95	
4-6	188.1	174.8	-13.3	
7-8	108.3	103.55	-4.75	
9-12	69.35	52.25	-17.1	
	631.75	596.6	-35.15	

2023-24 PRELIMINARY BUDGET MULTI-YEAR PROJECTION Redding School of the Arts

			2023-24 Budget			2024-25 Projected			2025-26 Projected	2025-26 Projected					
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total					
REVENUES	Object														
LCFF Revenue Sources	8010 - 8099	6,795,026	0	6,795,026	7,899,991	0	7,752,285	8,854,681	0	8,689,56					
Federal Revenues	8100 - 8299	0	350,000	350,000	0	326,379	326,379	0	190,679	190,6					
Other State Revenues	8300 - 8599	113,236	1,241,080	1,354,316	137,063	1,147,778	1,284,841	149,408	1,151,279	1,300,6					
Other Local Revenues	8600 - 8799	45,000	160,230	205,230	45,150	175,831	220,981	45,254	192,992	238,2					
Interfund Transfers In	8910 - 8929	0	0	0	0	0	0	0	0						
Other Sources	8930 - 8979	0	0	0	0	0	0	0	0						
Contributions	8980 - 8999	(318,010)	318,010	0	(320,344)	320,344	0	(324,762)	324,762						
TOTAL REVENUES	0000 0000	6,635,252	2,069,320	8,704,572	7,761,860	1,970,332	9,584,486	8,724,581	1,859,712	10,419,1					
EXPENDITURES	Object														
Certificated Salaries	1000 - 1999	2,862,428	642,501	3,504,929	3,062,657	633,882	3,696,539	3,343,422	640,475	3,983,8					
Classified Salaries	2000 - 2999	684,172	189,017	873,189	775,899	177,873	953,772	787,830	180,036	967,					
Employee Benefits	3000 - 3999	1,347,094	591,805	1,938,899	1,469,299	581,188	2,050,487	1,570,414	584,036	2,154,					
Salary Increase		322,355	0	322,355	322,355	0	322,355	322,355	0	322,3					
Step and Column		0	0	0	10,354	2,233	12,587	10,665	2,171	12,					
STRS		0	0	0	0	0	0	0	0						
PERS		0	0	0	2,088	615	2,703	1,458	500	1,9					
Books and Supplies	4000 - 4999	277,366	192,687	470,053	296,135	191,787	487,922	325,870	69,087	394,					
Services, Other Operating Expenses	5000 - 5999	1,546,575	489,024	2,035,599	2,035,549	472,707	2,508,256	2,070,982	433,732	2,504,					
Capital Outlay	6000 - 6599	0	0	0	0	0	0	50,000	0	50,					
Other Outgo	7100 - 7499	0	0	0	0	0	0	0	0						
Direct Support / Indirect Costs	7300 - 7399	0	0	0	(6,085)	6,085	0	(5,858)	5,858						
Interfund Transfers Out	7610 - 7629	0	0	0	0	0	0	0	0						
Other Uses	7630 - 7699	0	0	0	0	0	0	0	0						
TOTAL EXPENDITURES		7,039,990	2,105,034	9,145,024	7,968,251	2,066,370	10,034,621	8,477,138	1,915,895	10,393,0					
NET INCREASE/DECREASE IN FUND I	BALANCE	(404,738)	(35,714)	(440,452)	(206,391)	(96,038)	(302,429)	247,443	(56,183)	191,2					
BEGINNING BALANCE		2,763,593	855,478	3,619,071	2,358,855	819,764	3,178,619	2,152,464	723,726	2,876,					
Audit Adjustment		0	0	0	0	0	0	0	0	_,-,-,					
ENDING BALANCE		2,358,855	819,764	3,178,619	2,152,464	723,726	2,876,190	2,399,907	667,543	3,067,4					
Components of Ending Fund Balance															
Restricted Reserve			819,764	819,764		723,726	723,726		667,543	667,					
Reserve for Net Assets		57,760		57,760	60,648	-	60,648	63,680	-	63,					
7.5% Economic Uncertainties		685,877		685,877	752,597	-	752,597	779,477	-	779,					
Board Assigned 2 Months Payroll		1,148,548		1,148,548	1,240,078		1,240,078	1,301,092		1,301,					
Board Assigned High School Building		155,557		155,557	33,047		33,047	85,219		85,					
Board Assigned Deferred Maintenance		155,557		155,557	33,047		33,047	85,219		85,					
Board Assigned Technology Replacement	_{nt} I	155,557		155,557	33,047		33,047	85,219		85,					
Total Ending Fund Balance		2,358,855	819,764	3,178,619	2,152,464	723,726	2,876,190	2,399,907	667,543	3,067,					
Funded LCFF ADA				596.60			659.30			710.60					

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

Financial Reporting

<u>SUBJECT</u> :	Agenda Item 2.2 – Finance Committee Meeting Upd	late
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PREPARER: Sharon Hoffman-Spector/Lane Carlson

RECOMMENDATION: Discussion

BACKGROUND:

The Finance Committee will report out on their 10/30 meeting.

➤ See Attached: Finance Committee Meeting Minutes

REFERENCE:

Finance Committee



Finance Committee Meeting Minutes October 30, 2023 3:30 PM

In Attendance:

Lane Carlson, Executive Director Sharon Hoffman - Spector, Board Treasurer Carla Zimmerman, Certificated Rep	X X X	Robyn Stamm, Business Service Provider Vacancy, Community Member Linda Schexnayder, Classified Rep	X
Others: Adel Morfin, Administrative Assistant	<u> </u>	Blake Schack, Facility Supervisor	X_
Meeting Facilitator: Lane Carlson			
Meeting Recorder: Adel Morfin			

1) Review 22-23 EOY Unaudited Actuals vs. 2nd interim

Robyn Stamm reviewed the 2022/23 Unaudited Actuals report with the committee and reported \$1,261,367 net increase to the ending fund balance for a total of \$4.1M in ending balance.

- 2) Review Certificated Salary Schedule Proposals in light of state budget and COLA
- 3) Discuss Classified Salary Schedule increase
- 4) Look at financial impacts of proposed salary increases

Robyn Stamm reported the state COLA is projected at 8.22% this year. Based on current enrollment and estimated expenditures, Administration is recommending a 5% salary increase to all salary schedules, retro to 7/1/2023.

Lane Carlson reported on his continued work with Robyn Stamm to restructure the current certificated salary schedule, help close the pay gap with other area schools, and address some cell disparity within RSA's salary schedule.

A new proposed certificated salary schedule was reviewed. It includes a revision to Column A and addition of a new BA+45 Column. Lane Carlson reported the salary steps were also reconfigured using whole dollar amounts vs. a standard percentage increase across the board to make it more comparable. Because of the new salary schedule reconfiguration, he stated the committee would need to discuss whether it was fiscally affordable to maintain certificated staff on their current salary cell between schedules or regulate their placement on the new salary schedule so they did not exceed a 5% increase.

Robyn Stamm stated by matching cell to cell placement between salary schedules could cause disparity between individuals. The cost to implement this proposal would cost RSA approximately \$291k per year in certificated salaries alone.

By regulating the salary placement, it would cap the increase at 5%, ensuring it was more comparable for everyone across the board, and allow for additional step growth.

The committee discussed & reviewed the following salary increase proposals based on the new certificated salary schedule proposal:

Option 1:

Recommend the approval of the new certificated salary schedule, with matching cell to cell placement between salary schedules, plus a 5% increase to all other salary schedules (SpEd, Administration, and Classified).

The cost to implement Option 1 is approx \$380k per year.

Option 2:

Recommend the approval of the new certificated salary schedule, with regulated cell placement on the new salary schedule to equate to a 5% increase, plus a 5% increase to all other salary schedules (SpEd, Administration, and Classified).

The cost to implement Option 2 is approx \$215k per year

Carla Zimmerman voiced concern that by not matching cell for cell between salary schedules, it would cause confusion amongst certificated staff and could potentially be viewed by some as a loss rather than a gain.

There was also discussion about how current staff would feel when new staff were hired and placed on the new schedule, based on experience, when not all of their own years were being represented.

Sharon Hoffman-Spector agreed with Option 1, matching cell to cell placement between salary schedules, but was concerned with the annual ongoing cost.

Linda Schexnayder felt that Option 2 was fair overall and affordable.

5) Prepare recommendation to the RSA Governing Board

Following further discussion, the committee decided to move forward with their recommendation of:

Option 2:

Recommend the approval of the new certificated salary schedule, with regulated cell placement on the new salary schedule, plus a 5% increase to all other salary schedules (SpEd, Administration, and Classified).

The committee will await further direction from the board following the 11/16/23 Governing Board Meeting.

NEXT MEETING:

Date: Tuesday, November 28, 2023

Time: 3:30 p.m.

Location: Redding School of the Arts/Community Room

955 Inspiration Place Redding, CA 96003

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

Financial Reporting

<u>SUBJECT</u>: Agenda Item 2.3 – 2023/24 Salary Schedule Proposals - 1st

Read

- 2.3.1 Administrative Salary Schedule2.3.2 Certificated Salary Schedule
- 2.3.3 Classified Salary Schedule
- 2.3.4 Classified Exempt Salary Schedule
- 2.3.5 High School Counselor Salary Schedule
- 2.3.6 SpEd/MTSS Education Specialist Salary Schedule
- 2.3.7 SpEd/MTSS Counselor/Nurse/Speech & Lang Pathologist Salary Schedule
- 2.3.8 SpEd/MTSS Occupational Therapist Salary Schedule
- 2.3.9 SpEd/MTSS School Psychologist & Intern Salary Schedule

PREPARER: Sharon Hoffman-Spector/Lane Carlson

RECOMMENDATION: Discussion

BACKGROUND:

The Finance Committee will review the 2023/24 salary schedules with the board and proposed salary increase for all staff, retro to 7/1/2023.

The board will discuss the budget impact of the proposed increase and provide further directions to the committee.

➤ See Attached: 2023/24 Salary Schedule Proposals

REFERENCE:

			itcuai	ng conce	n or the A					
				PROPO	SED					
			2023/24 Ac	dministrativ	e Salary Sc	hedule				
			Eff	ective Jul	ly 1, 2023					
Steps	1	2	3	4	5-7	8-10	11-12	13-15	16-18	19-21
FACILITIES MGR	\$ 58,111	\$ 63,922	\$ 65,200	\$ 66,504	\$ 67,834	\$ 69,191	\$ 70,575	\$ 71,986	\$ 73,427	\$ 74,894
218 Work Days + 11 paid ho	(10 Month)	(11 Month)								
VICE PRINCIPAL	\$ 80,842	\$ 83,893	\$ 87,060	\$ 90,005	\$ 93,827	\$ 97,061	\$100,409	\$103,875	\$107,461	\$111,174
195 Work Days										
SPEC ED DIR	\$ 88,665	\$ 91,715	\$ 94,882	\$ 97,827	\$ 101,649	\$104,883	\$ 108,232	\$111,698	\$ 115,284	\$119,536
195 Work Days										
DIR BUSINESS	\$ 93,109	\$ 97,186	\$101,463	\$ 105,910	\$110,562	\$112,746	\$116,086	\$119,527	\$ 123,071	\$126,721
221 Work Days + 11 paid ho	olidays									
PRINCIPAL	\$ 97,850	\$ 101,582	\$ 105,467	\$ 109,515	\$ 113,731	\$117,661	\$121,731	\$ 125,942	\$ 130,302	\$134,813
210 Work Days										
EXECUTIVE DIRECTOR**	\$ 130,747	\$ 135,273	\$ 139,956	\$ 144,153	\$ 148,352	\$ 152,550	\$ 156,452	\$160,945	\$ 165,774	\$ 170,746
210 Work Days										

Stipends:

Masters Stipend \$ 1,500
Subject Specific Masters \$ 5,000
PHD Stipend \$ 5,000
Supplemental Aughoization/(\$ 1,000
*e.g. CPA Certificate and CBO Certificate

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

PROPOSED

CERTIFICATED SALARY SCHEDULE 2023-2024 Effective July 1, 2023 182 Work Days

		Α		В		С		D
Step	A +	Cred or CTE	E 1	BA + 45	E	BA + 60	В	A + 75
1	\$	55,467	\$	55,467	\$	56,299	\$	57,143
2	\$	56,022	\$	56,299	\$	57,143	\$	58,000
3	\$	56,582	\$	57,143	\$	58,001	\$	58,870
4	\$	57,148	\$	58,001	\$	58,871	\$	59,753
5	\$	58,005	\$	59,161	\$	60,342	\$	61,247
6	\$	58,875	\$	60,344	\$	61,851	\$	62,778
7	\$	59,758	\$	61,551	\$	63,397	\$	64,348
8	\$	60,654	\$	62,782	\$	64,982	\$	65,956
9	\$ \$	61,564	\$	64,037	\$	66,607	\$	67,605
10		62,488	\$	65,318	\$	68,272	\$	69,295
11	\$ \$	63,113	\$	65,971	\$	69,637	\$	71,201
12	\$	63,744	\$	66,631	\$	71,030	\$	73,159
13	\$	64,381	\$	67,297	\$	72,451	\$	75,171
14	\$	65,025	\$	67,970	\$	73,900	\$	77,238
15	\$	66,000	\$	68,650	\$	75,378	\$	79,362
16	\$	66,000	\$	68,650	\$	76,508	\$	80,553
17	\$	66,000	\$	68,650	\$	77,656	\$	81,761
18	\$	66,000	\$	68,650	\$	78,821	\$	82,987
19	\$	66,000	\$	68,650	\$	80,003	\$	84,232
20	\$	66,000	\$	68,650	\$	81,203	\$	85,496
21	\$	66,000	\$	68,650	\$	81,203	\$	86,778
22	\$ \$	66,000	\$	68,650	\$	81,203	\$	88,080
23	\$	66,000	\$	68,650	\$	81,203	\$	89,401
24	\$ \$	66,000	\$	68,650	\$	81,203	\$	90,742
25	\$	66,000	\$	68,650	\$	81,203	\$	92,103
26	\$	66,000	\$	68,650	\$	81,203	\$	93,485
27	\$	66,000	\$	68,650	\$	81,203	\$	94,887
28	\$	66,000	\$	68,650	\$	81,203	\$	96,310
29	\$	66,000	\$	68,650	\$	81,203	\$	97,755
30	\$	66,000	\$	68,650	\$	81,203	\$	99,221

\$1500 Masters/National Board Certification \$5000 Subject Specific Masters \$5000 PHD Stipend

Extra Duty Hourly Wage Rate: \$ 43.54

PROPOSED

Classified Salary Schedule 2023/2024 Effective July 1, 2023

						Elec	:t *
Step	Α	В	С	D	E		F
1	\$ 16.76	\$ 16.93	\$ 17.09	\$ 19.13	\$ 25.07	\$	32.68
2	\$ 16.78	\$ 16.95	\$ 17.12	\$ 19.61	\$ 25.75	\$	38.26
3	\$ 16.81	\$ 16.98	\$ 17.15	\$ 20.14	\$ 26.46	\$	43.85
4	\$ 16.83	\$ 17.00	\$ 17.54	\$ 20.67	\$ 27.19		
5	\$ 16.86	\$ 17.25	\$ 18.00	\$ 21.24	\$ 27.94		
6	\$ 16.88	\$ 17.70	\$ 18.47	\$ 21.81	\$ 28.70		
7	\$ 16.97	\$ 18.18	\$ 18.95	\$ 22.40	\$ 29.49		
8	\$ 17.05	\$ 18.66	\$ 19.45	\$ 23.01	\$ 30.31		
9	\$ 17.14	\$ 18.90	\$ 19.72	\$ 23.32	\$ 30.73		
10	\$ 17.23	\$ 19.16	\$ 19.96	\$ 23.61	\$ 31.15		
11	\$ 17.40	\$ 19.39	\$ 20.24	\$ 23.95	\$ 31.59		
12	\$ 17.58	\$ 19.68	\$ 20.51	\$ 24.28	\$ 32.01		
13	\$ 17.60	\$ 19.92	\$ 20.78	\$ 24.61	\$ 32.48		
14	\$ 17.62	\$ 20.18	\$ 21.12	\$ 24.94	\$ 32.94		
15	\$ 17.65	\$ 20.45	\$ 21.34	\$ 25.28	\$ 33.38		
16	\$ 17.65	\$ 20.72	\$ 21.64	\$ 25.60	\$ 33.87		
17	\$ 17.65	\$ 21.00	\$ 21.93	\$ 25.99	\$ 34.33		
18	\$ 17.65	\$ 21.00	\$ 21.93	\$ 26.33	\$ 34.81		
19	\$ 17.65	\$ 21.00	\$ 21.93	\$ 26.33	\$ 34.91		
20	\$ 17.65	\$ 21.00	\$ 21.93	\$ 26.33	\$ 35.03		

RSA - Categories

Grade A - After Sch Care Para 1, Classroom Para, Student Supervision Para

Grade B - After Sch Care Para II, Classroom Para II, Custodian/Maint 1, Lead Yard Supv Para, Office Clerk, Teach Assist

Grade C - After Sch Care Supervisor, Health Clerk, Library Info Specialist, Receptionist, SpEd Para

Grade D - Ampitheater Tech, Attendance Clerk, Facilities Mech Tech, School Secretary, Tech Support

Grade E - Administrative Assistant, Registrar, IT Supervisor, Payroll/HR Tech

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

* Elective Not Step related

Stipends: \$250 AA Degree \$500 BA Degree

Effective July 1, 2022, Employees will be eligible for longevity pay of 3% for 21-24 years of service and 5% for 25+ years of service. Longevity pay is to be implemented as of July 1 after the year the employee completes the required 20 or 24 years of consecutive service with RSA

RSA Board Approved: 09/14/2023

Board Amended:

^{*} Elective Hourly Substitute Pay Rate: \$25.00

					Г	Reduiling St	יווז וט וטטווג	e	AIIS								
	PROPOSED PROPOSED																
				202	23/2	24 Classified	Exempt Sala	ıry	y Schedule	е							
						Effective	e July 1, 20)2	23								
Steps		1		2		3	4		5-7		8-10		11-12	13-15	16-18		19-21
EXECUTIVE ASSISTANT	\$	63,951	\$	65,230	\$	66,534 \$	67,865 \$		69,222	\$	70,607	\$	72,020	\$ 73,460	\$ 74,929	\$	76,427
227 Work Days + 13 paid holidays				0.000/		0.000/	0.000/		0.000/		0.000/		0.000/	0.000/	0.000/		0.000/
				2.00%		2.00%	2.00%		2.00%		2.00%		2.00%	2.00%	2.00%		2.00%
	\$	66,560	\$	67,891	\$	69,249 \$	70,634 \$		72,047	\$	73,488	\$	74,957	\$ 76,457	\$ 77,986	\$	79,545
				2.00%		2.00%	2.00%		2.00%		2.00%		2.00%	2.00%	2.00%		2.00%

Stipends: \$250 AA Degree \$500 BA Degree

Effective July 1, 2022, Employees will be eligible for longevity pay of 3% for 21-24 years of service and 5% for 25+ years of service. Longevity pay is to be implemented as of July 1 after the year the employee completes the required 20 or 24 years of consecutive service with RSA

RSA Board Approved:

RSA High School Counselor

PROPOSED

2023-2024 Salary Schedule Effective July 1, 2023 200 Days

Step	BA 60+	BA 75+
1	61,998	62,618
2	62,928	63,869
3	63,558	65,147
4	64,511	66,901
5	66,446	68,809
6	68,440	70,804
7	70,493	72,857
8	72,608	76,171
9	75,149	78,343
10	77,403	80,575
11	79,725	8Ž,871
12	81,320	84,398
13	82,946	86,426
14	85,434	88,933
15	87,997	91,530
16	90,637	93,546
17	90,637	94,676
18	90,637	95,814
19	90,637	96,983
20	90,637	98,155
21	90,637	99,344
22	90,637	100,554
23	90,637	101,771
24	90,637	103,012
25	90,637	104,270
26	90,637	106,058
27	90,637	107,847
28	90,637	109,635
29	90,637	111,424
30	90,637	113,212

^{*}Masters/National Board Certified Stipend \$1500 *Subject Specific Masters \$5000

Extra Duty Hourly Wage Rate: \$ 44.06

^{*}PHD Stipend \$5000

Redding School of the Arts PROPOSED

SPECIAL EDUCATION/MTSS Education Specialist 2023-2024 Effective July 1, 2023 182 Work Days

	Α		В
6	0 Units	7	5 Units
\$	59,299	\$	60,143
\$	60,143	\$	61,000
\$	61,001	\$	61,870
\$	61,871	\$	62,753
\$		\$	64,247
\$	64,851	\$	65,778
\$	66,397	\$	67,348
\$	67,982	\$	68,956
\$	69,607	\$	70,605
\$	71,272	\$	72,295
\$	72,637	\$	74,201
\$	74,030	\$	76,159
\$	75,451	\$	78,171 80,238
\$		\$	80,238
\$	78,378	\$	82,362
\$	79,508	\$	83,553
\$	80,656	\$	84,761
\$	81,821	\$	85,987
\$	83,003	\$	87,232
\$	84,203	\$	88,496
\$	84,203		89,778
\$	84,203	\$	91,080
\$	84,203	\$	92,401
\$	84,203	\$	93,742
\$	84,203	\$	95,103
\$	84,203	\$	96,485
\$	84,203	\$	97,887
		\$	99,310
\$	84,203	\$	100,755
\$	84,203	\$	102,221
	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	\$ 59,299 \$ 60,143 \$ 61,001 \$ 61,871 \$ 63,342 \$ 64,851 \$ 66,397 \$ 67,982 \$ 69,607 \$ 71,272 \$ 72,637 \$ 74,030 \$ 75,451 \$ 76,900 \$ 78,378 \$ 79,508 \$ 80,656 \$ 81,821 \$ 83,003 \$ 84,203 \$ 84,203 \$ 84,203 \$ 84,203 \$ 84,203 \$ 84,203 \$ 84,203 \$ 84,203 \$ 84,203 \$ 84,203 \$ 84,203 \$ 84,203 \$ 84,203 \$ 84,203	\$ 59,299 \$ \$ 60,143 \$ \$ 61,001 \$ \$ 61,871 \$ \$ 63,342 \$ \$ 64,851 \$ \$ 66,397 \$ \$ 67,982 \$ \$ 67,982 \$ \$ 71,272 \$ \$ 72,637 \$ \$ 74,030 \$ \$ 75,451 \$ \$ 76,900 \$ \$ 78,378 \$ \$ 79,508 \$ \$ 84,203 \$ \$ \$ 84,203 \$ \$ \$ \$ 84,203 \$ \$ \$ \$ 84,203 \$ \$ \$ \$ 84,203 \$ \$ \$ \$ 84,203 \$ \$ \$ \$ 84,203 \$ \$ \$ \$ 84,203 \$ \$ \$ \$ 84,203 \$ \$ \$ \$ 84,203 \$ \$ \$ \$ 84,203 \$ \$ \$ \$ 84,203 \$ \$ \$ \$ 84,203 \$ \$ \$ \$ 84,203 \$ \$ \$ \$ 84,203 \$ \$ \$ \$ 84,203 \$ \$ \$ \$ 84,203 \$ \$ \$ \$ 84,203 \$ \$ \$ \$ 84,203 \$ \$ \$ \$ \$ 84,203 \$ \$ \$ \$ \$ 84,203 \$ \$ \$ \$ \$ 84,203 \$ \$ \$ \$ \$ 84,203 \$ \$ \$ \$ \$ 84,203 \$ \$ \$ \$ \$ 84,203 \$ \$ \$ \$ \$ 84,203 \$ \$ \$ \$ \$ 84,203 \$ \$ \$ \$ \$ 84,203 \$ \$ \$ \$ \$ 84,203 \$ \$ \$ \$ \$ 84,203 \$ \$ \$ \$ \$ \$ 84,203 \$ \$ \$ \$ \$ \$ 84,203 \$ \$ \$ \$ \$ \$ 84,203 \$ \$ \$ \$ \$ \$ \$ 84,203 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$

Stipends: \$1000 Masters/National Board Certification

Employee may be required to travel between sites/schools.

Board Approved: Board Amended:

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

PROPOSED

2023-2024 Effective July 1, 2023 182 Days

Step		60) Units	7	5 Units
1		\$	56,419	\$	56,983
2		\$	57,265	\$	58,122
3		\$	57,838	\$	59,285
4		\$ \$	58,706	\$	60,881
5		\$	60,467	\$	62,616
6		\$	62,281	\$	64,433
7		\$ \$	64,149	\$	66,301
8			66,074	\$	69,316
9		\$	68,386	\$	71,292
10		\$	70,438	\$	73,323
11		\$	72,551	\$	75,414
12		\$	74,001	\$	76,803
13		\$ \$	75,482	\$	78,648
14			77,746	\$	80,929
15		\$	80,079	\$	83,292
16		\$	82,480	\$	85,127
17	٦	\$	82,480	\$	86,156
18		\$ \$	82,480	\$	87,190
19		\$	82,480	\$	88,255
20		\$	82,480	\$	89,321
21		\$	82,480	\$	90,403
22		\$	82,480	\$	91,505
23		\$ \$	82,480	\$	92,612
24		\$	82,480	\$	93,741
25		\$	82,480	\$	94,886
26		\$	82,480	\$	96,513
27		\$ \$	82,480	\$ \$	98,140
28		\$	82,480	\$	99,768
29		\$	82,480	\$	101,396
30		\$	82,480	\$	103,023

Masters/National Board Certified Stipend \$1500 Subject Specific Masters \$5000 PHD Stipend \$5000

Employee may be required to travel between sites/schools

RSA Special Education/MTSS Employee Classified Occupational Therapist

PROPOSED

2023-2024 Effective July 1, 2023 193 Days (182 Work Days + 11 Paid Holidays)

Step	60	0 Units	7	'5 Units
1	\$	56,420	\$	56,985
2	\$	56,985	\$	58,125
3	\$	58,125	\$	59,285
4	\$	59,285	\$	60,470
5	\$	60,770	\$	61,985
6	\$	62,285	\$	63,690
7	\$	63,845		65,440
8	\$ \$	65,760	\$	68,055
9		68,390	\$	70,095
10	\$	70,270	\$	72,200
11	\$ \$	72,200	\$	75,425
12	\$	74,185	\$	76,440
13	\$	76,225	\$	78,660
14	\$ \$	78,325	\$	80,940
15	\$	80,475	\$	82,965
16	\$	80,940	\$	83,985
17	\$	80,940	\$	84,190
18	\$	80,940	\$	85,225
19	\$	80,940	\$	86,275
20	\$	80,940	\$	87,330
21	\$	80,940	\$	88,405
22	\$	80,940	\$	89,495
23	\$	80,940	\$	90,595
24	\$	80,940	\$	91,710
25	\$ \$	80,940	\$	92,840
26	\$	80,940	\$	94,470
27	\$ \$	80,940	\$	96,095
28	\$	80,940	\$	97,725
29	\$	80,940	\$	99,350
30	\$	80,940	\$	100,980

Stipends: \$1500 Masters/National Board

Certified

\$5000 Subject Specific Masters

\$5000 PHD Stipend

Employee may be required to travel betwwen sites/schools

RSA Special Education/MTSS Employees

PROPOSED

SCHOOL PSYCHOLOGIST 2023-2024 Effective July 1, 2023 182 Work Days

Step	6	0 Units	Daily
1	\$	80,202	\$ 440.66
2	\$	80,401	\$ 441.76
3	\$	81,768	\$ 449.27
4	\$	82,339	\$ 452.41
5	\$	85,675	\$ 470.74
6	\$	87,945	\$ 483.21
7	\$	90,231	\$ 495.77
8	\$	92,577	\$ 508.67
9	\$	95,031	\$ 522.15
10	\$	96,884	\$ 532.33
16+	\$	99,354	\$ 545.89

Board Certified Behaivor Analyst - \$1,500 Marriage/Family Therapist - \$1,500 Masters Stipend - \$5,000 Subject Specific Maters - \$1500

PHD Stipend - \$5000

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

Classified School Psychologist Intern: \$58,588/Year*

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

Employee may be required to travel between sites/schools.

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

Financial Reporting

SUBJECT:	Agenda Item 2.4 –High School Building Committee Update
<u>PREPARER</u> :	Lane Carlson
RECOMMENDATION:	Discussion
BACKGROUND:	
Administration will provide the plans & construction.	ne board with an update on the high school & theater building

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

Financial Reporting

SUBJECT: Agenda Item 2.5 – Resolution 2023-24-02 to Approve &

Authorize Property & Facilities Acquisition, Development, and Plan of Finance in Connection with the CSFA Charter

School Revenue Bonds

PREPARER: Lane Carlson

RECOMMENDATION: Discussion/Action to Approve Resolution 2023-24-02

BACKGROUND:

The board will review and discuss Resolution 2023-24-02 to approve & authorize property & facilities acquisition, development, and plan of finance in connection with RSA's CSFA Charter School Revenue Bonds and The McConnell Foundation's donation of adjacent land, south of the existing school campus, for development of RSA's new high school campus.

> See Attached: Board Resolution 2023-24-02 Draft

REFERENCE:

RESOLUTION 2023-24-01

RESOLUTIONS OF THE BOARD OF DIRECTORS OF REDDING SCHOOL OF THE ARTS APPROVING AND AUTHORIZING PROPERTY AND FACILITIES ACQUISITION AND DEVELOPMENT AND PLAN OF FINANCE IN CONNECTION WITH THE CALIFORNIA SCHOOL FINANCE AUTHORITY CHARTER SCHOOL REVENUE BONDS (REDDING SCHOOL OF THE ARTS PROJECT), SERIES 2023A AND SERIES 2023B (TAXABLE), AND CERTAIN OTHER ACTIONS RELATED THERETO

WHEREAS, Redding School of the Arts, a California nonprofit public benefit corporation (the "Corporation"), operates Redding School of the Arts (the "School"), a charter school established under the Charter Schools Act of 1992, as amended (constituting Part 26.8 of Division 4 of Title 2 of the California Education Code), on land and in educational facilities currently leased to the Corporation at 955 Inspiration Place, Redding, California (the "Existing Campus"); and

WHEREAS, The McConnell Foundation, a California nonprofit corporation (the "Foundation") and owner of the Existing Campus, desires to donate to the Corporation certain land adjacent to and immediately south of the Existing Campus, together with certain easement and access rights and obligations appurtenant thereto (collectively, the "Adjacent Land") for the Corporation's development and operation of educational facilities thereon to be used primarily for the School's high school grade levels (together with the Adjacent Land, the "Facilities"); and

WHEREAS, the Board of Directors of the Corporation (the "Board") has determined that it is in the best interest of the School for the Corporation to accept the donation of the Adjacent Land and to proceed with the development of the Facilities; and

WHEREAS, the Board has determined that it is in the best interest of the School to cause RSA Facilities, LLC, a California limited liability company (the "Borrower"), of which the Corporation is the sole member, to acquire and develop the Facilities on behalf of the Corporation; and

WHEREAS, in connection with the financing and refinancing of the Facilities, the Corporation has applied to the California School Finance Authority (the "Authority") for the issuance on behalf of the Borrower and the Corporation of the Authority's revenue bonds in one or more series, the initial issuances of which are to be designated as "California School Finance Authority Charter School Revenue Bonds (Redding School of the Arts Project), Series 2023A" and "California School Finance Authority Charter School Revenue Bonds (Redding School of the Arts Project), Series 2023B (Taxable)" (collectively, the "Bonds"); and

WHEREAS, to provide for all or a portion of the debt service reserve funds securing the payment of the Bonds, the Corporation has filed with the Authority an Application for Charter Access to Bank Loan Enhancement Program (CFDA #84.354A) of the Authority, which, upon approval by the Authority, would award the Corporation credit enhancement grant authority under the Charter School Facilities Credit Enhancement Program of the Authority in an amount not to

exceed \$1,000,000 (the "Credit Enhancement Grant"), and in connection therewith the Corporation, or the Borrower acting on behalf of the Corporation, proposes to enter into a Grant Agreement (the "Grant Agreement") with the Authority pursuant to applicable regulations promulgated by the Authority; and

WHEREAS, the Corporation desires that the Borrower borrow from the proceeds of the issuance and sale of the Bonds for purposes of (1) financing or refinancing the costs of the acquisition, construction, expansion, remodeling, renovation, improvement, furnishing and/or equipping of the Facilities; (2) funding a debt service reserve account with proceeds of the Credit Enhancement Grant and such other funds as may be required to secure the payment of the Bonds; and (3) funding certain expenses incurred in connection with the issuance of the Bonds (such purposes are referred to herein collectively as the "Project"); and

WHEREAS, the Bonds will be issued pursuant to an Indenture of Trust (the "Indenture"), anticipated to be dated on or about the first of the month in which the Bonds are issued, by and between the Authority and BOKF, NA, as trustee (the "Trustee") thereunder, and to loan the proceeds of the sale of the Bonds to the Borrower pursuant to a Loan Agreement, anticipated to be dated on or about the first of the month in which the Bonds are issued (the "Loan Agreement"), by and between the Authority and the Borrower; and

WHEREAS, it is deemed to be in the best interest of the Corporation and the Borrower to have the Authority provide the Credit Enhancement Grant, issue the Bonds and finance the Project; and

WHEREAS, it is contemplated that the Borrower will lease the Facilities to the Corporation pursuant to a Lease Agreement, anticipated to be dated on or about the first of the month in which the Bonds are issued (the "Lease Agreement"); and

WHEREAS, the payment of the rent under the Lease Agreement, which provides funds for the repayment of the Bonds and other amounts payable in connection therewith, will be funded in whole or in part through an "Intercept" of the funds due to the Corporation from the State of California in connection with educational activities at the School, as described herein; and

WHEREAS, the Bonds will be underwritten by B.C. Ziegler & Company, acting as underwriter (the "Underwriter"), pursuant to the Bond Purchase Agreement, anticipated to be dated on or about the sale date of the Bonds (the "Bond Purchase Agreement"), by and among the Underwriter, the Treasurer of the State of California, the Authority, the Corporation and the Borrower, and a Preliminary Limited Offering Memorandum (the "Preliminary Limited Offering Memorandum") and a final Limited Offering Memorandum (the "Limited Offering Memorandum") describing, among other things, the Authority, the Corporation, the Borrower, the School, the Project and the terms of the Bonds; and

WHEREAS, there have been presented to this meeting proposed forms of (i) the Lease Agreement; (ii) the Indenture; (iii) the Loan Agreement; (iv) the Bond Purchase Agreement; (v) the Preliminary Limited Offering Memorandum; and (vi) the Continuing Disclosure Agreement, anticipated to be dated on or about the first of the month in which the Bonds are issued (the "Continuing Disclosure Agreement") by and among the Borrower, the Corporation and the

dissemination agent named therein (the foregoing documents described in clauses (i) through (vi) of this paragraph, collectively, the "Transaction Documents"); and

WHEREAS, the Board desires to authorize and approve, for and on behalf of the Corporation, and for and on behalf of the Borrower as its Sole Member, the acquisition, and financing of the Facilities and to authorize the execution and delivery (or approval, as applicable) of the Transaction Documents and to ratify certain actions taken prior to the date of adoption of these Resolutions.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

<u>Section 1</u>. <u>Recitals</u>. The foregoing recitals are true and correct.

Section 2. Authorization of Project; Delegation of Final Determinations. The acquisition and financing of the Facilities are hereby authorized and approved, provided that the aggregate principal amount of the Bonds to be issued shall not exceed \$12,000,000. The Bonds shall be sold by the Underwriter pursuant to the Bond Purchase Agreement. The Board hereby delegates to the Executive Director and such officers of the Corporation as may be designated by the Executive Director (each, an "Authorized Officer"), each acting alone or collectively on behalf of the Corporation, the authority to make the final determinations on behalf of the Corporation and the Borrower relating to the Bonds subject to the parameters set forth above. The Manager and such officers of the Borrower as may be designated by the Manager (each, a "Borrower Authorized Officer") shall, each acting alone or collectively on behalf of the Borrower, have the authority to make final determinations on behalf of the Borrower relating to the Project and the Bonds subject to the parameters set forth above.

Section 3. Approval of Transaction Documents. The forms of the Transaction Documents, each as presented to this Board, are hereby approved, and the Executive Director and any Authorized Officer, each acting alone or concurrently on behalf of the Corporation, and the Manager and any Borrower Authorized Officer, each acting alone or concurrently on behalf of the Borrower, are hereby authorized and directed to execute and deliver (or approve, as applicable) the Transaction Documents, each in substantially the form presented to and considered at this meeting, with such changes therein or additions or supplements thereto as the Authorized Officer and/or Borrower Authorized Officer, as the case may be, executing the same may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. <u>Intercept.</u> Pursuant to Section 17199.4(a)(1) of the Education Code of the State of California, the Corporation and the Borrower as participating parties acting through the Board pursuant to these Resolutions, hereby elects to participate in the Intercept to secure payment of the principal of and interest on the Bonds and related obligations, and the payment of other costs necessary or incidental to the financing described herein, in an amount equal to the ongoing rental obligations under the Lease Agreement, by providing notice to the Controller of the State of California pursuant to Section 17199.4 of the Education Code; and the Executive Director, acting alone, is authorized and directed, for and in the name and on behalf of the Corporation, to provide notice to the Controller of the State of California or other applicable state agency of the State of California of such election of the Board.

Section 5. Limited Offering Memorandum. The Executive Director and any Authorized Officer, each acting alone or concurrently (as may be required) on behalf of the Corporation, and the Manager and any Borrower Authorized Officer, each acting alone or concurrently (as may be required) on behalf of the Borrower, are hereby authorized and directed to execute and deliver a final Limited Offering Memorandum in substantially such form with such changes therein as the Executive Director or any Authorized Officer executing the same on behalf of the Corporation, or the Manager or any Borrower Authorized Officer executing the same on behalf of the Borrower, may approve, such approval to be conclusively evidenced by the execution and delivery thereof. The Preliminary Limited Offering Memorandum is hereby approved and deemed "final" for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934. The Underwriter's delivery or provision of copies of the Preliminary Limited Offering Memorandum to prospective purchasers of the Bonds is hereby authorized and approved, and the Underwriter is hereby authorized and directed to deliver or supply each purchaser of the Bonds with copies of a final Limited Offering Memorandum, completed to include, among other things, the interest rate or rates and final sale information for the Bonds.

Section 6. Approval of Tax Certificate, Grant Agreement and Other Closing Documents. The Executive Director and any Authorized Officer, on behalf of the Corporation, and the Manager and any Borrower Authorized Officer, on behalf of the Borrower, are hereby appointed and authorized to execute and deliver all certificates, agreements and other closing documents, including without limitation a Grant Agreement prepared by or on behalf of the Authority and a Tax Certificate prepared by Orrick, Herrington & Sutcliffe, LLP, as bond counsel with respect to the Bonds, addressing certain matters related to compliance with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), as may be necessary in connection with the issuance of the Bonds or the financing or refinancing of the Project, and any other closing agreements, certificates, requisitions, instruments or documents reasonably required in connection therewith, and all such actions and doings of said persons which are in conformity with the purposes and intent of these Resolutions hereby are in all respects ratified, approved and confirmed. Without limitation of the foregoing, the Corporation, acting for itself and as sole member of the Borrower, hereby adopts the Post-Issuance Tax Compliance Policies and Procedures substantially in the form attached to these Resolutions as Exhibit A.

Section 7. Other Necessary Actions. All other actions and doings of the officers, agents and employees of the Corporation, whether acting in said capacities on behalf of the Corporation or otherwise on behalf of the Borrower, as the case may be, including but not limited to the execution and delivery of other agreements, certificates, requisitions, instruments or documents, including without limitation the Bond Purchase Agreement, which are in conformity with the purposes and intent of these Resolutions and in furtherance of the issuance and sale of the Bonds and in furtherance of the financing and refinancing of the Project, shall be and the same hereby are in all respects ratified, approved and confirmed. Such agreements, certificates, requisitions, instruments or documents shall include, but not be limited to, such agreements, certificates, requisitions, instruments or documents as may be required for the Corporation and the Borrower to obtain the required forms of title insurance policies and endorsements thereto pursuant to the terms of the Loan Agreement, including without limitation (a) a Deed of Trust, Financing Statement, Security Agreement, Assignment of Leases and Rents and Fixture Filing, anticipated to be dated on or about the first of the month in which the Bonds are issued, by the Borrower, as

trustor, to Chicago Title Company, as trustee, for the benefit of BOKF, NA, as beneficiary; (b) an Easement Agreement, anticipated to be dated as of the first day of the month in which the Bonds are issued, by and between the Lessee and the Foundation; and (c) any other deed of trust or security agreement required under the Loan Agreement or otherwise.

<u>Section 8</u>. <u>Other Prior Actions</u>. All prior acts and doings of the officers, agents and employees or the Board which are in conformity with the purposes and intent of these Resolutions and in furtherance of the execution and performance of the documents described herein and the issuance and sale of the Bonds and in furtherance of the acquisition, development, financing and refinancing of the Project, shall be and the same hereby are in all respects ratified, approved and confirmed.

<u>Section 9</u>. <u>Severability</u>. If any section, paragraph, clause or provision of these Resolutions shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of these Resolutions.

<u>Section 10</u>. <u>Repeal of Inconsistent Provisions</u>. All bylaws, orders, resolutions, agreements or parts of any thereof to the extent inconsistent with these Resolutions are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed as reviving any bylaw, order or resolution or part thereof.

<u>Section 11</u>. <u>Effective Date</u>. These Resolutions shall be in full force and effect immediately upon its adoption.

SECRETARY'S CERTIFICATE

I, Tiffany Blasingame, Secretary and Member of the Board of Directors of Redding School of the Arts, a California nonprofit public benefit corporation, County of Shasta, California, hereby certify as follows:

The attached is a full, true, and correct copy of the resolutions duly adopted at a meeting of the Board of Directors of Redding School of the Arts, which was duly held the 16th day of November, 2023, at which meeting a quorum of the members of the Board of Directors was present; and at such meeting such resolutions were adopted by the following vote:

AYES: NOES: ABSTAIN: ABSENT:	
WITNESS my hand this 16 th day of	November, 2023.
	Secretary and Member of the Board of Redding School of the Arts

EXHIBIT A POST-ISSUANCE TAX COMPLIANCE POLICIES AND PROCEDURES

Adopted November 16, 2023

Redding School of the Arts, a California nonprofit public benefit corporation (the "Corporation") and RSA Facilities, LLC, a California limited liability company (the "Borrower"), of which the Corporation is the sole member, each hereby adopts the policies and procedures described herein (the "Procedures") as their written policies and procedures for post-issuance tax compliance and remedial action applicable to tax-advantaged loans, bonds, notes, leases, certificates of participation or similar obligations (collectively, "Obligations") heretofore and hereafter issued or executed and delivered by them or on their behalf. These Procedures are intended to supplement any previous post-issuance tax compliance and remedial action procedures that may have been adopted by the Corporation or the Borrower and any procedures evidenced in writing by any tax document for any Obligations heretofore or hereafter issued, entered into or executed and delivered by them or on their behalf, the related information returns filed in connection with any Obligations and the instructions to such information returns.

- 1. Responsible Person. The Corporation and the Borrower have assigned to the Executive Director of the Corporation, also acting as manager of the Borrower (the "Responsible Person"), the responsibility for ensuring post-issuance tax and remedial action compliance with the requirements of any tax and financing documents for Obligations. This responsibility is included in the job description for the Responsible Person, and such person has or will review any prior post-issuance tax compliance and remedial action procedures, these Procedures, any tax documents for any Obligations heretofore or hereafter issued, entered into or executed and delivered by it or on its behalf, the related information returns, if any, filed in connection with any Obligations (such as Internal Revenue Service Form 8038) and the instructions to such information returns, and consult with bond counsel (currently Orrick, Herrington & Sutcliffe, LLP) and other professionals as needed.
- 2. Succession Planning. The Corporation and the Borrower will ensure that, when the current Responsible Person leaves such person's current position at the Corporation and the Borrower, the responsibility for financing and tax covenant compliance will be explained in detail to his or her successor, such successor will be provided compliance training (as further described in the following section), and notice of any succession will be given in writing to any applicable issuer of any Obligations then outstanding.
- 3. *Training*. Compliance training for the Responsible Person should include, among other things, periodic meetings with bond counsel to discuss monitoring compliance with applicable tax laws and attendance at post-issuance tax compliance trainings organized by bond counsel or the Internal Revenue Service or applicable industry associations.
- 4. Procedures for Timely Expenditure of Proceeds. The Corporation and the Borrower understand that at least 85 percent of the net sale proceeds of new money Obligations must be spent to carry out the projects financed with the proceeds of the Obligations within three years of the date such Obligations are originally issued, entered into or executed and delivered. Each of the Corporation and the Borrower will treat as "sale proceeds" any amounts actually or

constructively received by it from issuance or execution and delivery of the Obligations, including amounts used to pay accrued interest other than pre-issuance accrued interest. "Net sale proceeds" means the sale proceeds less any amounts deposited into reasonably required reserve or replacement or base rental reserve funds. The Corporation and the Borrower have established or will establish reasonable accounting procedures for tracking and reporting to the Responsible Person the expenditure of net sale proceeds.

- 5. Compliance with Arbitrage Yield Restriction and Rebate Requirement. The Responsible Person will create a system to ensure that for all applicable Obligations, not less than six months prior to each five-year anniversary of the closing date for such Obligations, the Corporation and the Borrower will retain an arbitrage rebate consultant to prepare a report determining the yield of the Obligations under the Internal Revenue Code of 1986, as amended (the "Code"), and whether there is any amount owed to the Internal Revenue Service under section 148 of the Code.
- Ongoing Procedures. The Responsible Person will review any prior procedures, 6. these Procedures, tax and financing documents relating to Obligations, information returns for Obligations and related instructions to such information returns, and the status and use of the Obligation-financed or refinanced property on at least an annual basis and at the following intervals: (a) six months prior to each five-year anniversary of the issue or execution and delivery date of the Obligations; (b) within 30 days of the date the Obligations are finally retired, defeased, refunded or terminated; (c) when any rebate payment is made; (d) when property financed or refinanced with proceeds of Obligations is Placed in Service; (e) if the Borrower determines that property planned to be financed or refinanced with proceeds of Obligations will not be completed; and (f) if any of the representations, statements, circumstances or expectations of the Corporation or the Borrower that are set forth in the tax or financing documents for Obligations are no longer true, have changed or have not come to pass as described in such documents. This review will be made for the purposes of identifying any possible violation of federal tax requirements related to Obligations and to ensure the timely correction of those violations pursuant to the remedial action provisions outlined below or through the Voluntary Closing Agreement Program. If any possible violation is identified, the Responsible Person will notify the Corporation and the Borrower and their counsel or bond counsel, if any, so that any existing or expected violation can be corrected.
- 7. Additional Policies and Procedures. The Corporation and the Borrower acknowledge that certain types of Obligations, such as tax credit Obligations, may have special rules regarding the timely expenditure of proceeds, arbitrage yield restriction and rebate requirements and remediation requirements, all of which will be described in the tax certificates and agreements for the Obligations. Such rules are incorporated herein (except to the extent that these Procedures have been revised to incorporate any of such rules), and each of the Corporation and the Borrower agrees to follow such rules with respect to Obligations, if applicable.
- 8. Recordkeeping. The Responsible Person will develop and implement a system for maintaining records relating to these Procedures. Such records must be kept and maintained for the life of the related Obligations, and any Obligations that refund or refinance such Obligations, plus at least four years (or such longer period as may be required in related tax documents for such Obligations). These records may be maintained on paper, by electronic media or by any combination thereof.

- 9. Procedures to Comply with Remediation Requirements. The Responsible Person will establish and maintain a system for tracking and monitoring the use of the property financed or refinanced with the proceeds of Obligations to ensure that the use of all of such property will not violate the private business tests or the private loan financing test under section 141 of the Code. If, after the issuance or execution and delivery of Obligations, the use of the property financed or refinanced with the proceeds of Obligations changes so that the private business tests or the private loan financing test would be met, or if another violation of these Procedures occurs which requires correction, each of the Corporation and the Borrower will, in consultation with bond counsel, undertake a closing agreement through the Voluntary Closing Agreement Program of the Internal Revenue Service or take one of the remedial actions described in Section 10, if available.
- 10. Remedial Action Procedures. If a deliberate action is taken with respect to the Obligations and the property financed or refinanced by the Obligations (the "Financed Property") subsequent to the issuance or execution and delivery of the Obligations which action is not in compliance with the tax requirements of the Code or Treasury Regulations ("Regulations") promulgated thereunder (a "Deliberate Action"), then the Responsible Person should consult with bond counsel regarding permissible remedial actions that may be taken to remediate the effect of any such Deliberate Action upon the federal tax status of the Obligations. Possible remedial actions, and the conditions to taking any such remedial actions, include (but are not necessarily limited to) the actions described below.
- (a) <u>Conditions to Remedial Actions</u>. None of the remedial actions described in subsection (b) below are available to remediate the effect of any Deliberate Action with respect to the Obligations and the Financed Property unless the following conditions have been satisfied and unless bond counsel advises otherwise:
 - (i) the issuer of the Obligations reasonably expected on the date the Obligations were originally issued or executed and delivered that the Obligations would meet neither the private business tests nor the private loan financing test of section 141 of the Code and the Regulations for the entire term of the Obligations (such expectations may be based on the representations and expectations of the applicable conduit borrower, if there is one);
 - (ii) the average weighted maturity of the Obligations did not, as of such date, exceed 120 percent of the average economic life of the Financed Property;
 - (iii) unless otherwise excepted under the Regulations, the Corporation or the Borrower, as applicable, delivers a certificate, instrument or other written records satisfactory to bond counsel demonstrating that the terms of the arrangement pursuant to which the Deliberate Action is taken is bona fide and arm's-length, and that the non-exempt person using either the Financed Property or the proceeds of the Obligations as a result of the relevant Deliberate Action will pay fair market value for the use thereof;
 - (iv) any disposition must be made at fair market value and any Disposition Proceeds (defined below) actually or constructively received by the Corporation or the Borrower, as applicable (or, if applicable, by a conduit issuer), as a result of the Deliberate Action must be treated as gross proceeds of the Obligations and may not be invested in

Obligations bearing a yield in excess of the yield of the Obligations subsequent to the date of the Deliberate Action; and

(v) Proceeds of the Obligations affected by the remedial action must have been allocated to expenditures for the Financed Property or other allowable governmental purposes before the date on which the Deliberate Action occurs (except to the extent that redemption or defeasance, if permitted, is undertaken, as further described in subsection (b)(i) below).

"Disposition Proceeds," as such term is used in this Section 10, means any amounts (including property, such as an agreement to provide services) derived from the sale, exchange or other disposition of property (other than investments) financed with the proceeds of the Obligations.

(b) <u>Types of Remedial Action</u>. Subject to the conditions described in subsection (a) above, and only if the Corporation or the Borrower obtains an opinion of bond counsel prior to taking any of the actions below to the effect that such actions will not adversely affect the excludability of interest on the Obligations from gross income for federal income tax purposes, remedial actions including but not limited to those listed below may be available to remediate a Deliberate Action subsequent to the issuance of the Obligations:

(i) Redemption or Defeasance of Obligations.

- (A) If the Deliberate Action causing either the private business use test or the private loan financing test of section 141 of the Code and the Regulations to be satisfied consists of a fair market value disposition of any portion of the Financed Property exclusively for cash, then the Corporation or the Borrower, as applicable, may allocate the Disposition Proceeds to the redemption of Nonqualified Obligations (defined below) pro rata across all of the then-outstanding maturities of the Obligations at the earliest call date of such maturities of the Obligations after the taking of the Deliberate Action. If any of the maturities of the Obligations outstanding at the time of the taking of the Deliberate Action are not callable within 90 days of the date of the Deliberate Action, the Borrower may (subject generally to the limitations described in subparagraph (C) below) allocate the Disposition Proceeds to the establishment of a Defeasance Escrow (defined below) for any such maturities of the Obligations within 90 days of the taking of such Deliberate Action.
- (B) If the Deliberate Action consists of a fair market value disposition of any portion of the Financed Property for other than exclusively cash, then the Corporation or the Borrower, as applicable may use any funds (other than proceeds of the Obligations or proceeds of any Obligation the interest on which is excludable from gross income for federal income tax purposes) for the redemption of all Nonqualified Obligations within 90 days of the date that such Deliberate Action was taken. In the event that insufficient maturities of the Obligations are callable by the date which is within 90 days after the date of the Deliberate Action, then such funds may be used for the establishment of a Defeasance Escrow within 90

days of the date of the Deliberate Action for all of the maturities of the Nonqualified Obligations not callable within 90 days of the date of the Deliberate Action.

(C) If a Defeasance Escrow is established for any maturities of Nonqualified Obligations that are not callable within 90 days of the date of the Deliberate Action, written notice must be provided to the Commissioner of Internal Revenue Service at the times and places as may be specified by applicable regulations, rulings or other guidance issued by the Department of the Treasury or the Internal Revenue Service. Note that the ability to create a Defeasance Escrow applies only if the Obligations to be defeased and redeemed all mature or are callable within ten and one-half (10.5) years of the date the Obligations are originally issued or executed and delivered. If the Obligations are not callable within ten and one-half years, and none of the other remedial actions described below is applicable, the remainder of this Section 10 is for general information only, and bond counsel must be consulted to discuss other available options.

"Nonqualified Obligations," as such term is used in this Section 10, means that portion of the Obligations outstanding at the time of a Deliberate Action in an amount that, if the outstanding Obligations were issued or executed and delivered on the date on which the Deliberate Action occurs, the outstanding Obligations would not satisfy the private business use test or the private loan financing test, as applicable. For this purpose, the amount of private business use is the greatest percentage of private business use in any one-year period commencing with the Deliberate Action.

"Defeasance Escrow," as such term is used in this Section 10, means an irrevocable escrow established to redeem Obligations on their earliest call date in an amount that, together with investment earnings thereon, is sufficient to pay all the principal of, and interest and call premium on, Obligations from the date the escrow is established to the earliest call date. A Defeasance Escrow may not be invested in higher yielding investments or in any investment under which the obligor is a user of the proceeds of the Obligations.

- (ii) Alternative Use of Disposition Proceeds. Use of any Disposition Proceeds in accordance with the following requirements may be treated as a Remedial Action with respect to the Obligations:
 - (A) the Deliberate Action consists of a disposition of all or any portion of the Financed Property for not less than the fair market value thereof for cash;
 - (B) the Corporation or the Borrower, as applicable reasonably expects to expend the Disposition Proceeds resulting from the Deliberate Action within two years of the date of the Deliberate Action;
 - (C) the Disposition Proceeds are treated as Proceeds of the Obligations for purposes of section 141 of the Code and the Regulations, and the use of the Disposition Proceeds in the manner in which such Disposition Proceeds are in fact so used would not cause the Disposition Proceeds to satisfy the private activity bond tests;

- (D) no action is taken after the date of the Deliberate Action to cause the private activity bond tests to be satisfied with respect to the Obligations, the Financed Property or the Disposition Proceeds (other than any such use that may be permitted in accordance with the Regulations); and
- (E) Disposition Proceeds used in a manner that satisfies the private activity bond tests or which are not expended within two years of the date of the Deliberate Action must be used to redeem or defease Nonqualified Obligations in accordance with the requirements set forth in subsection (b)(i) above.
- (iii) Alternative Use of Facilities. The Corporation and the Borrower, as applicable, may be considered to have taken sufficient remedial actions to cause the Obligations to continue their applicable treatment under federal tax law if, subsequent to taking any Deliberate Action with respect to all or any portion of the Financed Property:
 - (A) the portion of the Financed Property subject to the Deliberate Action is used for a purpose that would be permitted for qualified tax-exempt Obligations;
 - (B) the disposition of the portion of the Financed Property subject to the Deliberate Action is not financed by a person acquiring the Financed Property with proceeds of any Obligation the interest on which is exempt from gross income under section 103 of the Code for purposes of federal income taxation; and
 - (C) any Disposition Proceeds other than those arising from an agreement to provide services (including Disposition Proceeds arising from an installment sale) resulting from the Deliberate Action are used to pay the debt service on the Obligations on the next available payment date or, within 90 days of receipt thereof, are deposited into an escrow that is restricted as to the investment thereof to the yield of the Obligations to pay debt service on the Obligations on the next available payment date.

Absent an opinion of bond counsel, no Remedial Actions are available to remediate the satisfaction of the private security or payment test regarding the same with respect to the Obligations. Nothing herein is intended to prohibit Remedial Actions not described herein that may become available subsequent to the date the Obligations are originally issued or executed and delivered to remediate the effect of a Deliberate Action taken with respect to the Obligations, the proceeds thereof or the Financed Property.

Policy Review & Amendments

SUBJECT: Agenda Item 2.6 – Gifts, Grants & Bequests Policy

(formally: Acceptance of Gifts Policy) – 2nd Read

PREPARER: Lane Carlson

RECOMMENDATION: Discussion/Action to Approve to Approve Amended Policy

BACKGROUND:

RSA's previous Acceptance of Gifts Policy has been amended as Gifts, Grants & Bequests Policy. The policy outlines procedures and restrictions when it comes to gifts, grants, or bequests of money, property, or services to the school.

The draft also includes additional revisions as suggested by the board on 10/12.

➤ See Attached: Amended Gifts, Grants & Bequests Policy

REFERENCE:

RSA Policies & Procedures/Governing Board Policies/Policy Adoption

GIFTS, GRANTS AND BEQUESTS POLICY

The Governing Board may accept any gift, grant, or bequest of money, property, or service to the School from any individual, organization, foundation, or public or private agency that desires to support the School's educational program. While greatly appreciating suitable donations, the Governing Board shall reject any gift which may directly or indirectly impair its authority to make decisions in the best interest of students or its ability or commitment to provide equitable educational opportunities.

(Conflict of Interest)

It is the policy of The Governing Board to avoid conflicts of interest in its operations. Governing Board members, and any other "Designated Person" as defined in our Conflict of Interest Policy, may not make, participate in making, or in any way use or attempt to use his/her official position to influence any Charter School decision which he/she knows or has reason to know he or she has a disqualifying financial interest.

Before accepting any gift, grant, or bequest, the Governing Board shall carefully consider any conditions or restrictions imposed by the donor to ensure their consistency with the School's vision, philosophy, and operations. If the Governing Board believes the School will be unable to fully satisfy the donor's conditions, the gift shall not be accepted.

In addition, the Governing Board shall ensure that acceptance of the gift, grant, or bequest does not:

- 1. Involve creation of a program which the Board would be unable to sustain when the donation is exhausted
- 2. Entail undesirable or excessive costs
- 3. Promote the use of violence, drugs, tobacco, or alcohol
- 4. Advertise or endorse the use of non-nutritious food or beverages during the school day
- 5. Encourage or enable the violation of any law or school policy
- 6. Imply endorsement of any business or product or unduly commercialize or politicize the school environment
- 7. Any gift of books or instructional materials may only be accepted if they meet the school criteria for selection of instructional materials

All gifts, grants, and bequests shall become the School's property. Donors are encouraged to donate all gifts to the districtSchool rather than to a particular site, program, classroom, or teacher. At the Executive Director or designee's discretion, a gift may be used at a particular site, program, or classroom.

When any gift of money received by the districtSchool is not immediately used, it shall be placed in the county treasury in a "Foundation Fund" and into a separate account with an appropriate name within the Foundation Fund, if the gift/donation was designated for a specific purpose. Any part of Foundation Funds deemed appropriate by the board will be invested with care, skill, prudence and diligence in accordance with accordance with the law. (Education Code 41030-4103841031).

In the circumstance that the School cannot immediately use gifted funds, the Governing Board will determine an investment strategy that will include adopting an Investment Policy and working with a financial management consultant to develop principles and strategies to minimize risk and provide a return on the investment. The Governing Board may establish an Investment Committee to focus solely on investment related matters and to assist the Governing Board in developing and adopting policies and recommendations regarding management of the Fund.

The Executive Director or designee may annually provide a report to the Governing Board indicating the gifts, grants, and/or bequests received on behalf of the School in the preceding fiscal year. The report shall include a statement of account and expenditure of all gifts of money and an inventory of all gifts of physical assets.

The Governing Board may enter into an agreement or arrangement with an outside entity for the sponsorship of an educational, athletic, or other program or activity. When appropriate, the agreement may allow the outside entity to advertise or promote its business, product, or service in districtSchool publications or on districtSchool property or web sites.

Every sponsorship agreement shall be in writing and shall be approved by the Executive Director or designee. The Executive Director or designee shall ensure that the School's relationship and arrangement with the sponsor are consistent with the School's mission, values, and goals. Any advertising or promotional message, image, or other depiction to be used by the sponsor shall meet the standards set for commercial advertising on districtSchool property and in districtSchool sponsored publications in accordance with ?be approved by the Executive Director and in alignment with the School's values. BP 1325 - Advertising and Promotion.

Each sponsorship agreement shall contain statements including, but not limited to:

- 1. The purpose of the relationship with the sponsor, details of the benefits to the distributed distributed
- 2. The duration of the agreement and the roles, expectations, rights, and responsibilities of the districtSchool and the sponsor, including whether and to what extent the sponsor is allowed to advertise or promote its products and/or services
- 3. The authority of the Board to retain exclusive right over the use of the districtSchool's name, logo, and other proprietary information and the requirement that the sponsor obtain prior approval of the Board before using such information
- 4. The prohibition against the collection or distribution of students' personal information except as allowed by law
- 5. The authority of the Board to terminate the agreement without any penalty or sanction to the districtSchool if the sponsor's message, business, or product becomes inconsistent with the districtSchool's vision, mission, or goals or the sponsor engages in any prohibited activity

Online Fundraising

Any person or entity who wishes to conduct an online fundraising campaign, including a crowdfunding campaign, for the benefit of the <u>districtSchool</u>, <u>a school</u>, or a classroom may be required to submit a written request for prior approval to the <u>SuperintendentExecutive Director</u> or designee. Approval of requests shall take into consideration compatibility with the <u>districtSchool</u>'s vision and goals, core beliefs, instructional priorities, and infrastructure; the

manner in which donations are collected and distributed; equity of the use of funds; and any other factors deemed relevant or appropriate by the districtSchool.

Any person or entity approved to conduct an online fundraising campaign shall comply with relevant districtSchool policies and procedures, including ensuring financial transparency in describing the purpose and use of the funds and protecting student privacy as applicable. Such person or entity shall specify that the districtSchool, rather than a staff member, classroom, or school, will own the funded resources.

Funds raised by an online fundraising campaign and donated to the School shall be subject to the same terms, criteria for acceptance, and accountability measures as any other donation as specified in this policy.

Appreciation

The Governing Board may show appreciation for any donation to the districtSchool in any manner it deems appropriate. Such appreciation may take the form of letters of recognition or Board resolutions; plaques, commendations, or awards; planting of commemorative trees or gardens; or naming or renaming of buildings, grounds, or facilities. Conferment of any such honor shall be in accordance with applicable Board policy.

Adopted: December 11, 2008 (Formally: Acceptance of Gifts) Amended: February 11, 2020 (Formally: Acceptance of Gifts)

Amended:

Personnel Reporting

SUBJECT: Agenda Item 2.7 – Executive Assistant Job Description – 1st

Read

PREPARER: Lane Carlson

RECOMMENDATION: Discussion

BACKGROUND:

The Executive Assistant job description (*formally Administrative Assistant*) is presented for initial board review. The job description was updated to reflect the growing job responsibilities of the Executive Assistant.

This is a full-time, classified exempt position, which will work in conjunction with the Executive Director to meet the needs of the school.

A final draft will be presented to the board for approval in December.

➤ See Attached: Executive Assistant Job Description Draft

REFERENCE:

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

Job Responsibilities

EXECUTIVE ADMINISTRATIVE ASSISTANT

POSITION PURPOSE/SUMMARY: *Under general direction of of the Executive Director administration*, serves to support the Executive Director Administration in performing a wide variety of responsibilities and confidential work in a fast pace and multi-tasking environment; to take initiative in the organization and smooth functioning of the school office administrative office and related public relations. As an hourly payment plansalaried, 11-12 month, classified management employee of Redding School of the Arts (RSA), this employee will follow the responsibilities and procedures as outlined in the *RSA Employee Staff Personnel Handbook*.

PRINCIPLE RESPONSIBILITIES:

Fiscal Responsibilities

- Manage and prepare all <u>weekly</u> bank deposits and/or withdrawals of RSA's General Account,
 Scholarship Account, and Student Body Accounts;
- Review & reconcile monthly bank statements for RSA's General Account, Scholarship Account, and Student Body Account
- Maintain RSA's Scholarship account, recipient list, and process scholarship payments as requested
- Coordinate update of authorized bank signers through local bank & county office as needed.
- Enter purchase requisitions, pProcess purchase requisitions orders, and complete online order -
- transactions as requested
- Coordinate delivery & receipt of annual school orders during the summer
- Review, code, organize weekly submission of Submit financial reports and invoices from credit cards, employee reimbursements and vendors/contracted service providers, for to Back Office Service Provider-
- Review, reconcile, code, and upload monthly credit card statement transactions for payment processing
- Perform annual year end reconciliation for accounts payable, accounts receivables, and student body
- Attend quarterly Finance Committee Meetings
- Assists in review and update of department/program budgets for budget development. Runs account balance reports for staff following budget revisions and/or as requested
- Setup and maintain vendor records as needed for payment processing and 1099 reporting
- Oversee the setup, recertification, and approval process of home school vendors
- Review, code, and process home school Parent Vendor Request Forms for student services
- Invoice <u>outside agencies</u> for-<u>facilities use, contracted services, and program reimbursements</u> and tracking of payment.
- Process staff travel arrangements; conference registration, hotel, transportation, meals, etc. as needed-
- Assist Student Council with appropriate records and cash disbursements. Oversee and maintain ASBWorks financial software system, as District Bookkeeper
- Review and process student council requests for payments, reimbursements, and purchase orders
- Interface with auditor and back office service providers' requests-
- Maintain Outside vendor forms such as 1099.
- Assist administration with general requests as needed

Human Resource Responsibilities

- Maintain personnel files on all employees.
- Maintain and distribute staff information and phone log.
- Distribute and review paperwork for new hires and coordinate with Back Office Service Provider.
- Assist with personnel performance evaluation forms as needed.
- Maintain monthly absence reports and logs (information up to 5 years).
- Post job openings and prepare as necessary for interviews,

Governance Responsibilities

- <u>Assists Executive Director in monthly pPreparatione of board agenda, agenda. Prepares</u> board packet and necessary backup documentation as requested.
- Copy and distribute documents as requested such as board minutes and agendas, parent notifications, general school information, etc.
- Monitors board email account and assists with response to written correspondence
- Maintains calendar and schedule of board meetings and secures meeting facilities
- Attends regular and special board meetings and aActs as Board Recorder or designate an appointee.
- Maintains records of governing board members, meetings, and updates organizational records as needed
- <u>-Uploads board packets & board approved documents via online platforms</u>
- Assist with onboarding of new board members
- Coordinates annual board member training and professional development needs
- Setup and breakdown of board meetings, including pickup and/or delivery of food

Administrative and Office Responsibilities

- Performs duties supporting the Executive Director, by performing a wide variety of secretarial and administrative tasks including researching and compiling data and reporting on assigned tasks
- Maintains the Executive Director's calendar and scheduling
- Oversees and updates RSA LiveBinder & Contract Binder
- Maintains working knowledge of school regulations, standards and policies. Assist Executive Director in updating school policies as needed
- Schedules, attends and participates in a variety of administrative and committee meetings as assigned
- Coordinates annual shredding of confidential school documents
- Schedules delivery hold & USPS mail hold during school breaks
- Receive and provide information on the telephone and in person in a respectful and courteous manner-
- Type and compose correspondence independently from rough drafts or verbal instructions; type reports, memoranda, records, orders, documents and statistical data-
- Organize and set up for special events including refreshments, water, nametags, etc-
- Assists other front office staff in answering phones, greeting the public and other routine activities as needed.
- Provides first aid and basic health care to ill and injured students; contact parents, the nurse or public safety agencies according to established guidelines; administer medications according to physician's directions; complete accident reports-
- May be requested to provide student supervision-
- Weekly tTravel as needed for banking, postal or any other general services.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Modern office practices, procedures, equipment and programs.

Applicable sections of the State Education Code and other applicable laws.

Correct English usage, grammar, spelling, punctuation and vocabulary.

Oral and written communication skills.

Record-keeping techniques.

Understanding of school accounting.

Interpersonal skills using tact, patience and courtesy.

Alpha and numeric filing systems.

Telephone techniques and etiquette.

ABILITY TO:

Maintain confidentiality

Compose correspondence and written materials independently.

Establish and maintain cooperative and effective working relationships with others.

Maintain accurate records and prepare reports.

Meet schedules and time lines.

Plan and organize work.

Perform job assignments with numerous interruptions and work with minimal supervision;

EXPERIENCE AND EDUCATION

Any combination equivalent to: Minimum of AA in Secretarial or Accounting or five years of administrative office experience.

LICENSE AND CERTIFICATES:

Must possess a valid California Driver's License

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; sit; use hands to finger, handle or feel; and reach with hands and arms. The employee frequently is required to stand; the employee is occasionally required to stoop, kneel, crouch or crawl. The employee must frequently lift and/or move up to 15 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. The employee must be able to hear and speak to exchange information in person and on the telephone.

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

Adopted: May 16, 2013 Amended: April 16, 2015 Amended: May 19, 2016

Personnel Reporting

SUBJECT: Agenda Item 2.8 – 2023/24 Executive Assistant Calendar –

1st Read

PREPARER: Lane Carlson

<u>RECOMMENDATION</u>: Discussion

BACKGROUND:

The 2023/24 Executive Assistant personnel calendar is presented for initial board review. The calendar primarily follows the "Business/Payroll Calendar" with the exception of additional work days in June to meet the year-end financial needs of the school. A final draft will be presented to the board for approval in December.

> See Attached: Draft Executive Assistant Calendar

REFERENCE:

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

REDDING SCHOOL OF THE ARTS 2023-2024

EXECUTIVE ASSISTANT CALENDAR

July 2023 Tu W Th М Sa

1st Trimester Ends 11/03/23 (57 Days) 2nd Trimester Ends 02/16/24 (113 Days) 3rd Trimester Ends: 05/30/24 (175 days)

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

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

Holidays Total Contract Days

<u>240</u>

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HOLIDAYS/RECESSES	
Independence Day	July 4th Sept. 4th Nov. 10th Nov. 20th - 24th Dec. 22nd - Jan. 8th Jan. 1st Jan. 15th Feb. 19th - Feb 23rd Mar 29 - April 5th May. 27th June 19th

IMPORTANT DATES	
School Meet & Greet	Aug. 14th
School Starts	Aug. 16th
Back to School Night	Aug. 22nd
Moon Festival	Sep. 29th
Parent/Teacher Conferences	Oct. 16th - Oct. 20th
Veterans Assembly	Nov. 9th
Theme Days	Nov. 17th & Apr. 26th
Chinese New Year (Year of the Dragon)	Feb. 9th
Celebration of the Arts/Open House	TBD
8th Grade Promotion	May. 29th
School Ends	May. 30th
*Snow Day/Emergency Make-Up Day:	March 29th
Staff Professional Development Day	
Federal and State Holidays	
Minimum Days	
RSA Board	Annroved:
RSA Board	• •

Personnel Reporting

<u>SUBJECT</u> :	Agenda Item 2.9 – Personnel Updates
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New Hires:

 ${\color{red} \circ Whitney\ Hathaway - 10/16/23\ Paraprofessional - Part-Time}$

PREPARER: Lane Carlson

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

BACKGROUND:

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

REFERENCE:

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