

991 Mountain View Blvd, Vandenberg AFB, CA 93437 (805) 734-5600 ~ FAX (805) 734-3572 www.manzanitacharterschool.com ^A Gold Ribbon School ~

SUPERINTENDENT'S ENROLLMENT REPORT

DATE OF MEETING: WEDNESDAY, OCTOBER 20, 2021

	August	September	October	November	December	January	February	March	April	May
Transitional Kinder	13	13	13							
Kinder	54	56	56							
First	72	73	71							
Second	52	52	52							
Third	70	71	70							
Fourth	67	65	64							
Fifth	58	57	57							
Sixth	60	58	58							
TOTAL	446	445	441							

Critical Court Victory Preserves Cost Effective Access to Prop. 39 Facilities for Charter Schools

Oct 5, 2021 | Legal Alerts



Proposition 39 ("Prop. 39") was passed by California voters to ensure that all public school students, including those attending charter schools, share equally in district facilities. Every year, charter schools throughout California request public school facilities from school districts under Prop. 39; however, many of these schools are left in limbo, not knowing whether the districts will comply with the law by providing "reasonably equivalent" facilities at a properly calculated pro rata share charge. As a result, some charters have been forced into inadequate spaces or required to spend a disproportionate amount of their budgets on facilities.

On October 1, 2021, the First District Court of Appeal (the "Court") issued a unanimous published decision in *Clayton Valley Charter High School v. Mt. Diablo Unified School District ("CVCHS v. MDUSD"*), Case Nos. A158195, A158202 that was a decisive victory for charter schools on the issue of how to properly calculate the pro rata share. The case involved the interpretation of California Code of Regulations, Title 5, ("5 CCR") §11969.7, the regulation that defines which school district "facilities costs" may be included in the calculation of the pro rata share to be charged to a charter school. More specifically, CVCHS argued that in calculating the pro rata share, the District was required to exclude all categories of costs incurred by the District for facilities services that the charter school provides and pays for itself (e.g., ongoing operations and maintenance of the school site).

The Court of Appeal agreed with CVCHS on all fronts. The Court stated that in calculating facilities costs, the District could not include its costs of "plant maintenance and operations" paid for out of the unrestricted general fund (or out of restricted accounts such as the Ongoing and Major Maintenance Account) because CVCHS paid for its own ongoing operations and maintenance. The Court confirmed that Prop. 39 and the pro rata share is intended to be cost-neutral to school districts, and reversed the judgment of the trial court, which had issued an unprecedented decision allowing the school district to include all of its facilities costs in the calculation of the pro rata share regardless of whether the charter school paid for and provided its own operations and maintenance services. As a result of this decision, a charter school cannot be charged twice for operations and maintenance services, and school districts cannot receive a windfall through the pro rata share.

The decision, which is controlling throughout the state, clarifies the right of a charter school to choose to perform its own operations and maintenance services

and have these costs excluded from the pro rata share charged by the school district or to contract with the district to provide operations and maintenance services and pay a pro rata share that will include the district's own costs of operations and maintenance services.

The Court's decision can be viewed in full **here**.

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YMC was proud to represent CVCHS in this important case. Should you have any questions about this Legal Alert or the *CVCHS v. MDUSD* case, please contact Paul Minney (<u>pminney@mycharterlaw.com</u>), Kevin Troy (<u>ktroy@mycharterlaw.com</u>), or Kaela Haydu (<u>khaydu@mycharterlaw.com</u>).

Attachment A

Manzanita Gove	rnance Board
Unapproved	d Minutes
September	15, 2021
Regular Boar	d Meeting
Governance Boa	ard Members
Chairman	Arleen Pelster
Secretary	Eric Wilhelm-Absent
Treasurer	Eli Villanueva
Member	Monique Mangino
Member	Harvey Green
Member	Krishna Flores

This meeting will be by teleconference pursuant to Executive Orders N-25-20 and N-29-20.

The Board of Directors ("Board") and employees of the Manzanita Public Charter School shall meet via the Zoom meeting platform. Members of the public who wish to access this Board meeting may do so by clicking the direct link: <u>https://us02web.zoom.us/j/6825676592</u> The regular meeting will begin at 4:00 pm.

The Board reserves the right to mute or remove a participant from the meeting if the participant unreasonably disrupts the Board meeting.

A)	CALL TO ORDER	TIME: 4:02 pm
	Pledge of Allegiance	
	Establish Quorum	5/6
	Opening Comments/Introductions/Wel	come Guests

B) <u>Communications</u>

Instructions for Presentations to the Board by Parents and Citizens

Manzanita Public Charter School ("School") welcomes your participation at the School's Board meetings. The purpose of a public meeting of the Board of Directors ("Board") is to conduct the affairs of the School in public. We are pleased that you are in attendance and hope that you will visit these meetings often. Your participation assures us of continuing community interest in our School. To assist you in the ease of speaking/participating in our meetings, the following guidelines are provided:

- 1. Agendas are available to all audience members at the door to the meeting.
- 2. "Request to Speak" forms are available in Spanish and English to all audience members who wish to speak on any agenda item(s) or under the general category of "Oral Communications."
- 3. "Oral Communications" is set aside for members of the audience to raise issues that are not specifically on the agenda. However, due to public meeting laws, the Board can only listen to your issue, not respond or take action. These presentations are limited to three (3) minutes each and total time allotted to non-agenda items will not exceed fifteen (15) minutes. The Board may give direction to staff to respond to your concern or you may be offered the option of returning with a citizen-requested item.
- 4. With regard to items that are on the agenda, you may specify that agenda item on your request form and you will be given an opportunity to speak for up to three (3) minutes when the Board discusses that item.
- 5. When addressing the Board, speakers are requested to state their name and address from the podium and adhere to the time limits set forth.
- 6. A member of the public requiring an interpreter will be provided six (6) minutes for public in accordance with section 54954.3 of the Government Code.

Any public records relating to an agenda item for an open session of the Board meeting which are distributed to all, or a majority of all, of the Board members shall be available for public inspection at 991 Mountain View Blvd, VAFB, CA.

In compliance with the Americans with Disabilities Act (ADA) and upon request, the School may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Individuals who require appropriate alternative modification of the agenda in order to participate in Board meetings are invited to contact the Director's office.

C) Adjourn to Closed Session

Time: 4:05 pm

The Council will consider and may act upon the following in closed session. Any action taken will be reported publicly during the open session.

- 1. Superintendents Contract
- D) <u>Reconvene to Open Session</u> Time: 4:30 pm
- E) PUBLIC REPORT ON ACTION TAKEN IN CLOSED SESSION (includes the vote or abstention of every member present)

The board unanimously accepted Suzanne Nicastro's letter of resignation/retirement effective June 30, 2022. Passed 5/0

F) <u>Reports</u>

- a) Superintendent/Principal's Report
 - i. Enrollment Report
 - ii. Essential Electives Update
 - iii. PSMI Grant Update

G) Consent Agenda Items

MOTION: Eli Villanueva	SECOND: Monique Mangino	VOTE: 5 /0
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- 1. Approval of Meeting Minutes for the August 18, 2021 Regular Board Meeting (Attachment A)
- 2. Approval of Check Detail and Unpaid Bills Detail (Attachment B) (Nancy Dow)
- 3. Approval of the Employee Handbook (Attachment C) (Suzanne Nicastro) This item was tabled for a future meeting, after a review from an attorney

H) Items Scheduled for Action/Consideration

- 1. Discussion and Approval of the 2020/2021 Unaudited Actuals. (Attachment D) (Nancy Dow)
 - MOTION: KRISHNA FLORES SECOND: HARVEY GREEN VOTE: 5/0
- 2. Discussion and Approval of the revised COVID Funding Budget (Attachment E) (Nancy Dow)

MOTION: Eli Villanueva	SECOND: KRISHNA FLORES	VOTE: 5/0
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3. Discussion and Approval of Manzanita Public Charter School Bylaws (Attachment F) (Suzanne Nicastro) This item was tabled for a future meeting.

Items Scheduled for Information and Discussion

- 1. Leadership Transition
- 2. Master Schedule/WIN time

E) Future Agenda Items

- 1. Leadership Transition
- 2. 1st trimester Academic Achievement Data

F) Next Meeting

The next scheduled meeting of the Governance Board will be held on <u>Wednesday, October 20, 2021 at 4:00 PM</u> Manzanita Public Charter School Staff Lounge.

G) <u>Adjournment</u> Time: 6:06 pm

Manzanita Charter School Aged Payables by Due Date - Board AP Aging Aging Date - 9/30/2021 From 7/1/2021 Through 9/30/2021

Vendor Name	Due Date	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Amazon.com	1/30/2020	0.00	0.00	0.00	0.00	351.66	351.66
	7/30/2020	0.00	0.00	0.00	0.00	208.89	208.89
ComCast Business		0.00	0.00	0.00	0.00	(1,500.86)	(1,500.86)
Earthsafe	8/11/2021	0.00	0.00	102.20	0.00	0.00	102.20
LUSD	7/30/2021	0.00	0.00	0.00	113,228.00	0.00	113,228.00
LUSD UTIL	11/28/2020	0.00	0.00	0.00	0.00	(0.02)	(0.02)
STA West Region	8/30/2021	0.00	0.00	21,147.72	0.00	0.00	21,147.72
Visa 1313	6/27/2021	0.00	0.00	0.00	0.00	1,068.13	1,068.13
	7/28/2021	0.00	0.00	0.00	7,633.54	0.00	7,633.54
	5/27/2021	0.00	0.00	0.00	0.00	(3,082.53)	(3,082.53)
	6/26/2020	0.00	0.00	0.00	0.00	4.32	4.32
	8/30/2020	0.00	0.00	0.00	0.00	1,861.79	1,861.79
	9/30/2020	0.00	0.00	0.00	0.00	(2,605.24)	(2,605.24)
Visa 4121	6/25/2021	0.00	0.00	0.00	0.00	567.19	567.19
	2/23/2021	0.00	0.00	0.00	0.00	293.30	293.30
	4/27/2021	0.00	0.00	0.00	0.00	642.80	642.80
VSP	3/4/2020	0.00	0.00	0.00	0.00	9.71	9.71
Wells Fargo Vendor Financial Leasing	8/23/2020	0.00	0.00	0.00	0.00	(0.10)	(0.10)
Report Total		0.00	0.00	21,249.92	120,861.54	(2,180.96)	139,930.50

Manzanita Charter School Check/Voucher Register - Board Check Register Aug-Sept 2021 9110 - Cash in Bank From 8/1/2021 Through 9/30/2021

Check Number	Vendor Name	Effective Date	Check Amount
487	Ferguson Facilitie	8/7/2021	3,392.98
488	Wells Fargo Vend	8/7/2021	650.64
489	Benchmark Educa	8/13/2021	6,380.96
490	School Outfitters	8/7/2021	6,138.35
491	Houghton Mifflin	8/7/2021	4,204.49
492	Pro-Ed, Inc.	8/7/2021	168.63
493	Newsela	8/7/2021	4,500.00
494	NCS Pearson, Inc.	8/7/2021	60.34
495	Nasco	8/7/2021	201.44
496	Acorn Naturalists	8/12/2021	174.88
497	Diverse Pest	8/13/2021	1,500.00
498	School Mate	8/13/2021	284.00
499	SISC III	8/18/2021	24,593.00
500	LUSD UTIL	8/18/2021	2,403.32
501	Office Depot	8/18/2021	1,388.94
502	Studies Weekly	8/18/2021	2,545.49
503	Amazon.com	8/18/2021	4,659.67
504	LCA Bank Corp	8/25/2021	529.06
505	Lanspeed	8/25/2021	2,566.00
506	Innovative Schoo	8/25/2021	2,175.00
507	Advanced Compu	8/25/2021	900.00
508	SBCEO	8/25/2021	439.20
509	ComCast Business	8/26/2021	1,987.66
510	Renaissance	8/26/2021	58,663.16
511	Big Green Cleanin	8/26/2021	557.00
512	Bullseye LLC	8/26/2021	4,800.00
513	VSP	8/30/2021	373.18
514	SBCEO	8/30/2021	380.38
515	LUSD UTIL	8/30/2021	482.52
516	ESGI	8/30/2021	639.00
517	Scholastic	8/30/2021	981.75
518	TFD UNLIMITED LLC	8/30/2021	220.00
519	Big Green Cleanin	8/30/2021	9,146.00
520	Nasco	8/31/2021	25.05
521	Office Depot	9/24/2021	2,742.98
522	Amazon.com	9/2/2021	908.14
523	Santa Barbara C	9/7/2021	679.98
524	LUSD	9/7/2021	3,125.00
524X	LUSD UTIL	9/7/2021	346.97
525	NCS Pearson, Inc.	9/7/2021	421.92
526	Diverse Pest	9/7/2021	1,500.00
527	Cook Erectors	9/7/2021	250.00
528	Ed Club	9/7/2021	1,051.65
529	Ron Huxley	9/7/2021	1,500.00
530	Mid Coast Glass	9/7/2021	1,928.15
531	Nielsen Building M	9/7/2021	1,400.51
532	Pilot Rock	9/7/2021	1,679.26
533	SISC III	9/7/2021	26,867.00
534	LUSD UTIL	9/22/2021	12,335.98
535	Office Depot	9/22/2021	320.78
536	Abila	9/29/2021	901.69
537	Lanspeed	9/29/2021	2,567.00
538	Innovative Schoo	9/29/2021	950.00
539	VSP	9/29/2021	422.58
540	Advanced Compu	9/27/2021	900.00

Manzanita Charter School Check/Voucher Register - Board Check Register Aug-Sept 2021 9110 - Cash in Bank From 8/1/2021 Through 9/30/2021

Check Number	eck Number Vendor Name		Check Amount
541	More Office Solut	9/29/2021	450.56
542	ComCast Business	9/29/2021	1,987.66
543	School Outfitters	9/29/2021	5,076.58
544	Learning A-Z	9/27/2021	2,660.00
545	Gopher Sports	9/30/2021	44.68
546	Gopher Sports	9/30/2021	334.88
547	Creative Concept	9/29/2021	2,695.00
548	Heggerty	9/30/2021	1,586.18
549	Big Green Cleanin	9/27/2021	3,343.00
ACH080321	Anthem Blue Cross	8/3/2021	2,111.56
ACH080921	Alliance Member	8/9/2021	2,685.16
ACH090721	Anthem Blue Cross	9/7/2021	2,122.75
EFT581	MarBorg Industries	8/10/2021	1,054.17
EFT596	Frontier Communi	8/23/2021	49.78
EFT604	Aramark	8/26/2021	83.73
EFT615	Aramark	9/7/2021	83.73
eft619	Ferguson Facilitie	9/7/2021	1,144.09
eft624	MarBorg Industries	9/7/2021	1,175.39
EFT636	Ferguson Facilitie	9/27/2021	1,494.14
EFT637	Frontier Communi	9/27/2021	50.14
EFT649	Sara Dow Hanover	9/23/2021	225.00
EFT650	MarBorg Industries	9/27/2021	4,218.43
Report Total			245,588.29

Manzanita Charter School Deposits 9110 - Cash in Bank

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Documen	Deposit Number	Document Number	Customer ID	Tran Source	Document Amount	Document Description
7/15/2021		01 373054	manzanita	CR	100,000.00	Transfer County
7/16/2021		098	manzanita	CR	10,000.00	Transfer SAV
8/20/2021	Charter	110	County Treasurer	CR	200,000.00	Cash Deposits August 2021
8/24/2021	Charter	109	Federal Impact Aide	CR	28,528.01	Cash Deposits August 2021
8/25/2021	Charter	111	Miscellaneous	CR	1,146.50	Cash Deposits August 2021
9/2/2021	Charter	115	Miscellaneous	CR	439.20	Cash Deposits September 2021
9/30/2021	Charter	113	manzanita	CR	1,077.19	Cash Deposits September 2021
			Total 9110 - Cash in B	ank	341,190.90	
Report Total					341,190.90	



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Manzanita Public Charter School ("Client") and the law firm of Fagen Friedman & Fulfrost LLP (F3 Law) ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective September 23, 2021:

1. <u>CONDITIONS.</u> This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. <u>SCOPE OF SERVICES.</u> Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

3. <u>CLIENT'S DUTIES.</u> Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. <u>CONSULTANT SERVICES.</u> Attorney may provide consulting services, which may be referred to as Next Level Client Services, in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney consultants, including but not limited to: governance training and assistance; communications services; education program planning and implementation; mentoring, coaching, and leadership; strategic planning and solutions; and advocacy at the local and state level.

5. <u>EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING</u>. In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents, as well as to having communications, documents and electronic data pertinent to Client's matter(s) stored through a cloud-based service.

6. <u>LEGAL FEES AND BILLING PRACTICES.</u> Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney's prevailing rates for all time spent on Client's matter by Attorney's legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney's number of years of experience.

The rates on this schedule are subject to change on 30 days' written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client.

The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

7. <u>COSTS AND OTHER CHARGES.</u> (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

8. <u>BILLING STATEMENTS.</u> Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. <u>DISCHARGE AND WITHDRAWAL.</u> Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

10. <u>DISCLAIMER OF GUARANTEE AND ESTIMATES.</u> Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

11. <u>ENTIRE AGREEMENT.</u> This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

12. <u>MODIFICATION BY SUBSEQUENT AGREEMENT.</u> This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

14. <u>MEDIATION CLAUSE.</u> If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

15. <u>EFFECTIVE DATE.</u> This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Manzanita Public Charter School	Fagen Friedman & Fulfrost LLP
Suzanne Nicastro	Namita S. Brown
Type or Print Name	Name
Superintendent/Principal	Managing Partner
Type or Print Title	Title
	NamilaS. Brown.
District Authorized Signature	Signature
DATE:	DATE: September 23, 2021



Fagen Friedman & Fulfrost LLP

Please Return Professional Rate Schedule With Contract

PROFESSIONAL RATE SCHEDULE

Manzanita Public Charter School September 23, 2021

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$245 - \$275 per hour
Partner	\$305 - \$340 per hour
Of-Counsel	\$340 per hour
Paralegal/Law Clerk	\$165 - \$245 per hour
Paralegal/Law Clerk (Bar Admitted Outside CA)	\$245 per hour
Education Consultant	\$255 per hour
Next Level Client Services	\$275 per hour

Travel time shall be charged only from the Attorney's nearest office to the destination and shall be prorated if the assigned Attorney travels for two or more clients on the same trip. If Client requests a specific Attorney, Client agrees to pay for all travel time of that specific Attorney in connection with the matter. For matters concerning compliance with state and federal voting rights laws and/or related subjects, Client agrees to pay for all travel time of assigned Attorney in connection with those matters.

2. <u>ON-SITE LEGAL SERVICES</u>

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

3. <u>COSTS AND EXPENSES</u>

In office Photocopying Facsimile Charges Postage On-line Legal Research Subscriptions Administrative Overhead Mileage No Charge No Charge No Charge No Charge IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.



ITEM TITLE: Approval of Lexia Reading Contract

AGENDA TITLE Same

BACKGROUND: This is a three year contract with Lexia Reading to be targeting for special education students. The proposal is for 30 licenses for a 3 year term. It will be paid with ESSER III funds (one time)

Attached is the proposal.

RECOMMENDATION: Approval RESOURCE PERSON: Suzanne Nicastro FISCAL IMPACT: \$7,054 FUNDING SOURCE: State of Calif.

Attachment D

Manzanita Public Charter School

PURCHASE ORDER

DATE: P.O. #

the second second second	
10/11/2021	
185	14

991 Mountain View Blvd. Vanderberg Air Force Base, CA 93437 Phone: 805-734-5600 Fax: 805-734-3572

VENDOR		SHIP TO		
Greenfield Learning Inc.		Suzanne Nicastro		e
PO Box 3024		Manzanita Public	Charter School	
Half Moon Bay, CA 9	4019	991 Mountain View	v Blvd	
shawn@greenfieldle		Vandenberg Air Fo	orce Base, CA	93437
Phone: 800-363-5547		Phone: 805-734-5600		
Fax: 650-726-1156		Fax: 805-734-3572	2	
REQUESTED BY	CLASS	CATEGORY		FUNDING
Altavilla	Sped	Software	General	

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
	3 Year subscription of 30 Lexia Reading licenses	30		7,054.00
	W/ Lexia Academy			
				-
				Carl Contractor
ta para da ana a paga any any ana ana ana da pana ana ata ata an				-
				-
				-
				-
				-
				-
			SUBTOTAL	\$ 7,054.00
Other Comment	s or Special Instructions		TAX RATE	
			TAX	s -
			S & H OTHER	
			TOTAL	\$ 7,054.00

Suzanne Nicastro10/11/2021Authorized byDate

If you have any questions about this purchase order, please contact Joanne Johnson, 805-734-5600 x 202/purchasing@manzanitacharterschool.com





Lexia Reading New Proposal for Manzanita		hool
Robert Altavilla, Robert.altavilla@manzanit Manzanita Public Charter So		
Quote valid through 10/31		
Lexia Core5 Reading/Lexia PowerUp Literacy Student Licenses (include	s Site Success Partnersh	nip in YR 1):
2 year subscription of 30 Lexia Reading licenses w/Lexia Academy	\$ 7,520	\$ 5,920
3 year subscription of 30 Lexia Reading licenses w/Lexia Academy	\$ 9,560	\$ 7,054
*Multi year purchases are for up front purchases only for the full amo	ount payable in year 1	
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	TOTAL: \$ <u>1, C</u>	<u>57</u>
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ESSER III

PROPOSED EXPENDITURES INCLUDING 20% TO ADDRESS LEARNING LOSS AND SOCIALEMOTIONAL LEARNING

GOVERNING BOARD INFORMATIONAL PRESENTATION October 20, 2021



• Manzanita's ESSER III allocation is \$681,333. These funds can be spent through September 30, 2024, are highly flexible, and are designed to help address local recovery efforts relative to responding to COVID-19.

• ESSER III differs from the first two ESSER awards. For this grant there is a:

• 20% required set aside to address learning loss using evidence-based academic, social and emotional learning. The Manzanita set-aside, based upon the above allocation, is \$136,266. This budget includes spending above this minimum reserves and using \$200,000 of the ESSER III funds.

• Manzanita's ESSER III LEA plan and a Safe Return to In-Person Instruction plan has and will provide opportunities for input and feedback from stakeholders as part of the ongoing revisions/updates of the plans. 20% SET-ASIDE TO ADDRESS LEARNING LOSS 20% of an LEA's total ESSER III award (per ARP Act Sec. 2001(e)(1)) must be reserved to address learning loss through the implementation of evidence-based interventions.

All activities and interventions funded through this required set aside must be evidence-based, respond to students' academic, social, and emotional needs and address the disproportionate impact of COVID-19 on vulnerable student populations, including each LEA specific racial and ethnic group, children from socio-economically disadvantaged families, children with disabilities, English learners, gender, and migrant status, students experiencing homelessness, and children and youth in foster care. • According to ESSER III federal guidance from the United States Department of Education (USDOE), expanded learning opportunities (ELOs) offered as part of ESSER III funding to address learning loss may include:

• Summer learning or summer enrichment programs (which Manzanita implemented in June/July of 2021) and was paid with another ESSER (II) fund.

• Extended day or comprehensive afterschool programs which Manzanita currently offers and included in the ESSER learning loss plan

• Other intervention strategies: this includes Renaissance and Freckles online assessment tools 20% SET-ASIDE TO ADDRESS LEARNING LOSS

ESSER III

SAFE RETURN TO IN-PERSON INSTRUCTION PLAN

SAFE RETURN TO IN-PERSON INSTRUCTION PLAN REQUIREMENTS

• All LEAs receiving ESSER III funds must develop and make publicly available on their website, a plan for the Safe Return to In-Person Instruction and Continuity of Services. Manzanita's plan is posted on the LEA website.

• Manzanita's previous ESSER Reopening of Schools plan has been revised and formally approved by the CDE (as of September 30, 2021), to address the new requirements to be in place for the first day of the 2021-2022 school year.

• Manzanita will continue to seek public input and take such input into account in the development and revision of the plan as it is updated.

• The plan must be updated at least every 6 months, or more often depending on updates in CDC guidance – through September 30, 2023.

SAFE RETURN TO IN-PERSON INSTRUCTION PLAN REQUIREMENTS

• The Plan must include how our LEA will maintain the health and safety of scholars, educators, and other support staff and the extent to which it has adopted policies/procedures, and a description of any such policies/procedures, on each of the following safety recommendations established by the CDC. Specifically, the plan addresses:

- •Universal and correct wearing of masks
- •Modifying facilities to allow for physical distancing
- •Handwashing and hygiene protocols
- •Cleaning, disinfecting, and maintaining healthy facilities plans (which will continue using a weekly Wednesday early release schedule for deep cleaning of facilities and professional development for staff)
- •Contact tracing in combination with isolation and quarantine will continue (in collaboration with the State and local, health department official) as well as VAFB liaison.



• Plan continued:

• •Efforts to support the provision of vaccinations to school community members through local health officials

• •Appropriate accommodations for children with disabilities with respect to health and safety policies

• •Continued coordination with State and local health officials and partnership of medical officials who attend weekly meetings with SB County Superintendents

ESSER III

PROPOSED EXPENDITURES

PROPOSED EXPENDITURES

• As expenditures that meet the ESSER III requirements were identified, including the setasides, they were classified as falling into one of three categories:

• Strategies for Safe and Continuous School Learning \$238,146

• Addressing the Loss of Instructional Time (A minimum of 20% of the LEA's ESSER III funds) \$200,000

- Use of any remaining funds \$243,187
- Total: \$681,333

PROPOSED EXPENDITURES-HEALTH AND SAFETY

Approximately 230,986 is allocated for expenditures in the safety and security category over the grant period (which ends in fall of 2024).

A majority of these expenditures, or approximately \$35,986, is allocated for PPE, Extra cleaning services, and disinfecting products to be utilized through September 30, 2024 in school facilities.

Another \$95,000 has been designated for costs related to social distancing, including upkeep of classroom barriers and the continued use of an extra school bus to the fleet for a minimum of one year (2021/2022)

in anticipation of the social emotional needs that the COVID-19 Pandemic created, \$74,358 was designated for a 5 day per week, 6 hour per day, licensed counselor to support scholar needs.

In order to keep the campus safe running smoothly, Manzanita has hired a part time administrator and certificated teaching instructor to handle the discipline and other extra duties of school operations as Manzanita scholars return to classroom learning. The cost are estimated to be \$100,000 for both positions for one year (2021/2022)

This is the 2nd category of ESSER III expenditures allocated to support Manzanita's recovery needs and efforts in response to COVID-19.

In total, approximately 206,889 is designated for costs related to curriculum, instruction and social emotional support

This includes:

Extended Learning day with certificated instruction \$61,908

Professional counseling \$74,358

Assessment and instructional tools: \$70,623

This category includes a majority of the expenditures which comprise the required 20% set-aside to address learning loss and social-emotional learning.

All activities and interventions funded through the new 20% reservation for addressing learning loss will be evidence-based, respond to scholars's academic, social, and emotional needs and address the impact of COVID-19 for all scholars.

The CDE Focus requires the LEA to address academic and social-emotional learning, expanded learning opportunities (or ELOs) which Manzanita is providing. Both the instructional design of WINTIME and the after school ELO are structured, engaging learning environments that support and complement what scholars are learning in class with a strong focus on reading comprehension.

ELOs are occurring during and outside of the traditional school day: after-school, summer, and extended-day, - week, -year programs. These programs offer more personalized learning opportunities for scholars and can include learning opportunities during the school day. The LEA offers such ELOs and will continue implement them, expanding as necessary to meet scholar needs.

PROPOSED EXPENDITURES – Loss of Learning (Continued)

Additionally, although not required as part of ESSER III, to effectively implement the expanded learning opportunities as part of the set-aside, please note all Manzanita will be conducting ongoing data and student progress monitoring meetings (weekly PLC's) throughout the school year to monitor scholar attendance and grades as well as formative benchmark assessment and classroom data. Renaissance STAR, Freckles and BullsEye paid with ESSER III funds (to address loss of learning) totaling \$63,463 as well as online learning platforms such as Raz, Newsela, Typing Club totaling \$7160.

By viewing this data at not only the school and grade level, but drilling down to the classroom and student levels, these data meetings will strengthen each school's ability to provide specific and timely interventions, including during school interventions, after-school math instruction, and summer school. All of the ELOs implemented will be data-driven and structured to align with student needs as identified through benchmark results.

As part of the plan to address learning loss through the set-asides, the LEA will use credentialed educators and paraprofessionals and these funds will be utilized to hire and retain qualified professionals to provide expanded learning opportunities.

The research indicates that small group learning can be an effective intervention for a wide range of scholars if provided as "strategic' and able to be "fluid" to meet the needs of all students. This means small group instruction must be provided consistently by well-trained paraprofessionals or educators at least 3 days per week for at least 30 minutes at a time in small groups of students.

Manzanita's new master schedule will provide ELA and Math instruction during and after school 4 times week for 45 minutes a day. To this end, \$61,908 has been identified for expenditures related to the expansion of small group ELO programs from ESSER funding.

PROPOSED EXPENDITURES "OTHER USE OF FUNDS"

As part of "other" expanded learning opportunities eligible for the set-aside, "essential elective learning" programs, offered for all scholars Grades TK-6 have been implemented. The total of this educational support section of ESSER III is \$243,458 These grade level, standards based learning programs include the following: STEM: aligned to LEA's Science, technology, ELA, and Math state standards Outdoor Education: aligned to LEA's Science and environmental state standards Equipment for both of these learning opportunity classrooms are budgeted at \$28,458 \$ 215,000 of the ESSER set-aside funds will be allocated to provide weekly, 45 minute lessons with credentialed teachers for essential elective learning. This is a 2 year program where ESSER funds will be used in the 22-23 school year once the State Expanded Learning funds have expired.



ITEM TITLE: Approval of Covid-19 Expenditures for 2021/2022

AGENDA TITLE Same

BACKGROUND: Attached is the list of planned expenses for various Covid 19 Relief Funds including :

Expanded Learning Opportunities (ELO) Governors Emergency Education Relief (GEER) ESSER II ESSER III

The board has previously approved the broad spending plans. This document shows specific vendors and platforms used in the current budgets.

Next month the Board will review and approve all the positions and timelines of staffing with these funds as well.

RECOMMENDATION: Approval RESOURCE PERSON: Suzanne Nicastro FISCAL IMPACT: \$281,213 total in document FUNDING SOURCE: State, Federal

As Of 10/01/21	Title	Description	Comments	Cost	Funding
ESSER, ELO, GEER Funds					
	Star Renaissance	Student growth tracking to make informed decisions on progress	3 years	\$58,663.00	Esser III Federal 3213
	Bullseye	Student assessments 1 year	1 year	\$4,800.00	Esser III Federal 3213
	Online Software Platforms: A-Z Learning, Typing Club	Various platforms	Varies - 1 year	\$2,946.00	Esser III Federal 3213
	Equipment Supplies for STEM, Outdoor Learning Classes	Various supplies to support both academic programs	List available upon request	\$52,000.00	Esser III Federal 3214 & ELO 7425
	Lexia Core	License - Curriculum -3 yr	Reading reinforcement application	\$7,054.00	Esser III Federal 3214
	Marborg Sanitation	\$1220/month for 1 year	Stations for handwashing throughout campus	\$18,400.00	GEER 1
	ZOOM	Annual Subscription July 2021-June 2022	Communication Platform	\$4,650.00	Esser III Federal 3213
	Big Green Cleaning	Deep cleaning of classrooms - 2 years through 6/30/23	Custodial support to campus	\$23,000.00	Esser III Federal 3213
	Creative Concepts	Plastic dividers in classroom	Social Distancing	\$2,700.00	Esser III Federal 3213
	Win Time	Professional Development - 1 year		\$15,000.00	Esser II Federal 3212
	STA - Transportation	6th bus for 1 year	Social Distancing	\$92,000.00	Esser III Federal 3213

List of expenses for COVID relief funds July 1, 2021 through Sept 30, 2024

As Of 10/01/21	Title	Description	Comments	Cost
ESSER, ELO, GEER Funds				
	Star Renaissance	Student growth tracking to make informed decisions on progress	3 years	\$58,663.00
	Bullseye	Student assessments 1 year	1 year	\$4,800.00
	Online Software Platforms: A-Z Learning, Typing Club	Various platforms	Varies - 1 year	\$2,946.00
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Board Approval Date : 10/20/2021 Federal Approved Expenses 21-22

STA - Transportation	6th bus for 1 year	Social Distancing	\$92,000.00

Funding
Esser III Federal 3213
Esser III Federal 3213
Esser III Federal 3213
Esser III Federal 3214 & ELO 7425
Esser III Federal 3214
GEER 1
Esser III Federal 3213
Esser III Federal 3213
Esser III Federal 3213
Esser II Federal 3212

Board Approval Date : 10/20/2021 Federal Approved Expenses 21-22

Esser III Federal 3213

As Of 10/01/21	Title	Description	Comments	Cost	Funding
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	Win Time	Professional Development - 1 year		\$15,000.00	Esser II Federal 3212
	STA - Transportation	6th bus for 1 year	Social Distancing	\$92,000.00	Esser III Federal 3213

		\$281,213.00	

Attachment G

Manzanita Public Charter School

DATE: October 20, 2021

To: MPCS Governance Board

From: Suzanne Nicastro, Superintendent/Principal

SUBJECT: Superintendent's Contract

Discussion

On September 15, 2021, the Superintendent/Principal notified the board of her resignation/retirement date of 7/1/2022. Different leadership transition options were discussed, in open session, on this date. Due to a number of factors, including the PSMI/Prop 51 large-scale facilities rehabilitation project which is currently unfolding, the governance board has expressed interest in re-hiring the retiree after the STRS mandated 180 day waiting period has commenced.

The new, three year contract, slated to begin on January 1, 2023, includes the following changes:

- A. Work classification: Superintendent
- B. Part-time position
- C. STRS retiree "capped" salary
- D. No sick or vacation days

All other contractual items will remain in place per employee's current contractual guidelines.

Recommendation

TBD

JOB TITLE

Superintendent

JOB SUMMARY

The Superintendent is the Chief Executive Officer (CEO) of Manzanita Public Charter School (MPCS or School). The Superintendent serves as chief administrative officer for the School District and ex officio member of the School Board. The Superintendent shall be responsible to the Board for the recruitment and employment of all personnel, for the development of curriculum, administrative rules, regulations and procedures to implement the educational program within the framework of State laws, rulings and regulations of the State Department of Education and the policies of the School Board

The Superintendent will support and work closely with the school's Principal to plan and design MPCS's innovative curriculum and will be responsible for approving the design and implementation of teacher training for effective curriculum Implementation. The Superintendent will ensure that the expanding school program provides all students with core academics (i.e. reading and writing, math, social studies and science) and that all students receive academicenrichment, such as arts, music, PE, and language instruction (Spanish) consistent with the MPCS charter.

The Superintendent will also work collaboratively with the Fiscal and Business Manager, Administrative Office staff, Teachers, School Site Council, and Governance Board to provide consistent and effective leadership for the School as a whole.

Educational Program Management

RESPONSIBILITIES AND DUTIES

- Develops a School-Community relations program through school publications, newspaper releases and other appropriate media with the objective of providing the School Board, school personnel and community with all possible information on the operation of the school program.
- Ensures educational and regulatory compliance at all governmental levels
- Explains and clarifies information received from various agencies including CDE, State Board of Education, Federal authorities, and California Charter School Association Sets clear vision and monitors District's performance Provides creative problem solving in order to achieve District goals Builds local partnerships with other businesses and non-profit organizations

- Devises and maintains a system of reports to keep parents informed of the attendance, scholarship, conduct and health of their children
- Keeps himself/herself and the School Board informed concerning current educational trends by visiting other school districts, attending educational meetings, workshops and conventions.

Operations Management/Supervision

- Ensures efficient School office procedures, methods, and practices
- Ensures compliance with all applicable laws and regulations including, but not limited to, financial, record keeping, and employment
- Responsible for overall vendor management including, but not limited to payroll, facilities, and contractors
- Serves as the executive administrative officer of the School Board, and shall prepare the

agenda for each meeting, shall attend all meetings, and participate in all deliberations of the Board

the first

- Trains, mentors, and supervises school Principal and other senior staff members
- Manages and continues to improve school facilities
- Organizes and writes the District's LCAP
- Interprets and implements the policies of the Board.
- Closes school according to his/her best judgment due to weather, road conditions and other exigencies. The parents and students shall be properly notified by District.
- Represents the district at all appropriate public and private functions
- Keeps necessary school records, local, county, state aid and federal reports, personnel records, reports by supervisors, principals, teachers and other employees.
- Transfers personnel from one assignment to another without Board approval if no change in rank or if not in violation of adopted personnel policies, but all such transfers shall be reported to the Board.
- Develops administrative procedures and regulations for implementing Board policies
- Works with the District's legal team

<u>Fiscal Management</u>

- Recommends an annual budget to the School Board prior to July of each year.
- Manages budgets and makes recommendations to MPCS Governance Board
- Works with Governance Board and Fiscal Director to set economic objectives, financial and accounting policies, and other fiscal policies and practices as necessary
- Researches and writes grants to support and grow school programs
- Ensures expenditures within the budget are subject to the limitations of Board policy and State laws.
- Approves all expenditures, signs checks, and monitors online banking statements

QUALIFICATIONS

Education and Experience

- Master's degree or higher
- Valid California Administrative Credential
- Minimum of 5 years K-12 teaching experience
- Experience working with Inquiry based or strength based instructional models
- Experience coaching and developing staff
- Experience with working with a culturally, socio-economically, and linguistically diverse student body

Knowledge of:

- Local, state, and federal laws applying to public schools
- Laws and regulations specific to charter schools
- Special education needs and issues
- English learner needs and issues
- Inquiry and strength based educational programs
- Social/Emotional Learning programs
- Budget preparation and control procedures

<u>Ability to:</u>

• Plan, coordinate, and direct work and activities of teaching professionals

- Manage budget, prioritize expenditures, and seek innovative methods for providing School resources
- Promote and market the educational program and services of MPCS
- Demonstrate strong instincts for identifying top talent and ability to motivate and lead a team of distinguished professionals in their fields of expertise
- Articulate and generate a sense of urgency around student learning
- Demonstrate impressive and persuasive public speaking and communication skills

Embodies Strong Personal Characteristics:

- A deep and personal commitment to quality education for all public school children
- An unwavering belief in the transformative power of quality charter schools
- The personality, work ethic, and personal integrity to inspire others to perform at a high level and to embrace change



FIXED TERM EMPLOYMENT AGREEMENT Between MANZANITA PUBLIC CHARTER SCHOOL & SUZANNE NICASTRO as of January 1, 2023 through June 30, 2026

This Employment Agreement ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Manzanita Public Charter School ("MPCS"), a California public charter school approved by the Lompoc Unified School Charter ("Charter'). The Board desires to hire employees who will assist the Board in achieving the goals and meeting the requirements of MPCS's charter. The parties recognized that the provisions of the California Education Code do not govern MPCS, except as expressly set forth in the Charter Schools Act of 1992 and its successors.

RECITALS

WHEREAS, MPCS is a charter school, organized and operating pursuant to the provisions of the Charter document ("Charter") and applicable law; and

WHEREAS, MPCS is authorized pursuant to the terms of the Charter to appoint and hire the Employee to assist the Board and to carry out the duties and functions as outlined in the job description attached and incorporated to this Agreement as Attachment A; and

WHEREAS, MPCS desires to retain the services of the Employee of MPCS by way of this Agreement and the Employee is qualified to perform such duties; and

WHEREAS, the Employee and MPCS desire to formalize the employment relationship by way of this Agreement;

WHEREAS, the Charter's Governing Board of Education ("Board') desires to employ the Superintendent as the Superintendent of the Charter, and the Superintendent desires to accept employment as the Superintendent of the Charter upon the terms and conditions hereinafter set forth in this agreement.

NOW THEREFORE, in consideration of the foregoing, and of the terms and conditions set forth herein, the parties hereto agree as follows

1. TERM

The term of this agreement shall commence on January 1, 2023, and terminate on June 30, 2026, unless terminated earlier pursuant to the provisions of this Agreement, or unless extended as provided herein or as provided by law.

Should the Superintendent receive a satisfactory evaluation pursuant to this Agreement, this Agreement may be extended for an additional year, so long as the term of the Agreement does not at any time exceed four years. (California Code allows a maximum of 4 years for administrator agreements). An amendment for the extension of the term of this agreement shall be approved at the next regularly scheduled Board Meeting following the Superintendent's evaluation. This

extension shall not be considered "automatic" because it must be approved by the Board at a regularly scheduled board meeting (Planned Contract Extensions are. Commonly referred to as Rollover/Evergreen clauses).

NOTE (1) Because of recent issues pertaining to Superintendent contracts and STRS audits, transparency in a contract is recommended. In this situation, receiving a contract extension based on a satisfactory evaluation is much more transparent than having a contract extended be default. In either event, the contract extension must be approved by the board in the form on an amendment at a regularly scheduled Board meeting. (NOTE 2). The reason for negotiating a three (3) or four (4) year term (preferably 4) is that the Superintendent is the most vulnerable position in public education. It is without tenure and the average Superintendent in CA lasts 2.7-3 years, depagding on which source is sited. Having a TERM. Of less than three years just increases that vulnerability for a LEA.

The Charter shall provide the Superintendent with at least 120 days written notice prior to the expiration of this Agreement of the intention of the Charter not to renew the Agreement. Failure to give such notification shall result in the renewal of this agreement as if notice had not been provided under Education Code 35031.

AGREEMENT

1. TERM AND WORK SCHEDULE

Subject to Section 12, "Termination of Contract" herein, MPCS hereby employs the Employee to serve as the Superintendent for a term of two (3.5) years commencing on January I, 2023 and ending June 30, 2026 with the option of extending contract 6-12 months if needed.

The Superintendent's position is a part-time position exempt from overtime law. As a minimum performance requirement, the work schedule for the Employee shall be 90 days per year, with an identified 2 day per week schedule that will fluctuate between on campus and at home work. As this position is exempt from overtime, additional duties of the Employee may need to be performed outside of the daily work schedule.

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with MPCS.

2. <u>COMPENSATION.</u> The Employee will receive a gross base annual salary for CALSTRS retiree compensation which currently is \$48,428 beginning January 2, 2023, not to exceed the STRS retirement cap throughout the duration of the contract and subject to all regular withholdings, which shall be paid in twelve (12) monthly installment s. The Employee 's compensation may be prorated depending on whether the Employee is employed or in active work status for all workdays assigned to this position.

On an annual basis and subject to Board approval, the Employee may be eligible for an increase in compensation based upon her job performance.

3. <u>BENEFITS.</u>

- a. <u>Health Benefits.</u> At the School's expense, the Employee shall be afforded such health and other benefits of employment as shall be granted to MPCS' s full-time employees.
- b. **DUTIES.** The Employee shall perform the duties of Employee as directed by the Board, Board Policy or procedures, prescribed by the Charter, or specified in the attached job description which is incorporated by reference as **Attachment A** to this Agreement. This description and the job duties for the Employee may be altered from time to time by the Board. The Employee is exempt from overtime law.
- 4. **WORK YEAR.** Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position (90-day calendar).

- 5. **EXPENSE REIMBURSEMENT.** MPCS shall reimburse the Employee for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with applicable MPCS policy and authorization. Additionally, Employee will receive a mileage allowance of \$1200 per year to cover incidental business trips for the school and \$960 per year cell phone allowance for business use. (Mileage and phone to be non-accountable expenses paid via payroll and regular tax deductions as applicable to IRS rules). Employee will also be compensated for all LEA related professional development trainings and conferences.
- 6. **<u>FINGERPRINTING/TB</u>** <u>CLEARANCE.</u> Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process and will be required to submit evidence from a licensed physician that she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.
- 7. **CHILD ABUSE AND NEGLECT REPORTING.** California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges she is a child care custodian and is certifying that she has knowledge of California Penal Code section 11166 and will comply with its provisions.
- 10. **CONFLICTS OF INTEREST.** The Employee understands that, while employed at the School, he or she will have access to confidential and proprietary information. Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with her employment with MPCS.

11. OUTSIDE PROFESSIONAL ACTIVITIES

Upon obtaining prior written approval of the Board, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. MPCS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

12. TERMINATION OF CONTRACT

This Agreement may be terminated by any of the following:

a. <u>**Termination for Cause:**</u> The Employee may be terminated by the Board at any time for cause. In addition, Employee may be disciplined (e.g. reprimand, suspension without pay) for cause during the term of this Agreement. "Cause" shall include, but is not limited to, breach of this Agreement; any ground enumerated in the Employee Handbook; or the Employee's failure to perform her duties as set forth in this Agreement, as defined by law, or as specified in the above-mentioned and incorporated by reference jobspecification.

The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice at a conference with the Board. The conference with the Board shall be the Employee's exclusive right to any hearing otherwise required bylaw. ⁵¹

- b. <u>Early Termination Without Cause:</u> The Board may unilaterally and without cause or advance notice terminate this Agreement. In consideration of the Board's right to terminate this Agreement without cause, the Board shall pay to the Employee the remainder of her salary (based upon any remaining calendared work days) for the term of this Agreement, or three (3) months of salary, whichever is less.
- c. **Death or Incapacitation of the Employee:** The death of the Employee shall terminate this Agreement and all rights entitled under this Agreement. In the event that the Employee becomes incapacitated to the extent that, in the judgment of the Board the employee maynolonger perform the essential functions of her job with or without reasonable accommodation, as set forth in job specifications, the Board may terminate this agreement.
- d. <u>**Revocation /Non-renewal:**</u> In the event that the MPCS charter with its granting agency is either revoked or non-renewed, this Agreement shall terminate immediately upon the effective date of the revocation /nonrenewal of the charter, and without the need for the process outlined in Section a or babove.
- 13. **NON-RENEWAL/EXPIRATION OF TERM** the Board may elect not to offer future employment agreements to Employee at its sole discretion, without cause, and this Agreement will lapse by its own terms.
- 10. **<u>REQUIRED CONTRACT PROVISIONS</u>**. The following provisions are required to be included in this Agreement by the California Government Code:
 - a. <u>Limitations on Cash Settlement.</u> In no case upon termination of this Agreement shall the maximum cash settlement exceed an amount equal to the monthly salary of the Employee multiplied by 12.
 - b. <u>Required Reimbursements.</u> The Employee shall be required to reimburse MPCS for any salary or fees she receives from MPCS in relation to her placement on paid administrative leave pending criminal charges if she is convicted of a crime involving the abuse of her office/position. Regardless of the term of this Agreement, if the Agreement is terminated, the Superintendent must reimburse MPCS for any cash settlement she receives in relation to her termination if she is convicted of a crime involving the abuse of heroffice/position.
- 15. **ENTIRE AGREEMENT.** This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
- 16. <u>WAIVER.</u> Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

- 17. **JURISDICTION.** The parties hereby understand and agree that this Agreement, and the attachments hereto, have been negotiated and executed in the State of California and shall be governed by, and construed under, the laws of the State of California.
- 18. <u>AMENDMENTS</u>. No addition to, or n1cdification of, any provision contained in this Agreement shall be effective unless fully set forth in writing *and* signed by the authorized representative of both of the parties hereto.
- 19. **INTERPRETATION AND OPPORTUNITY TO COUNSEL**. The parties hereto acknowledge and agree that each has been given an opp01tunity to independently review this Agreement with legal counsel. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsman of such provision.
- 20. **SEVERABILITY.** If any term, provision, condition or covenant of the Agreement shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement shall not be affected there by, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.
- 21. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.
- 22. <u>SIGNATURES</u>. In witness therein, we affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

The Governing Board of and on Behalf of MPCS:

Arleen Pelster, Governance Board Chair

Dated_____

Suzanne Nicastro Superintendent

Dated_____

Attachment H

BYLAWS

OF

MANZANITA PUBLIC CHARTER SCHOOL

(A California Nonprofit Public Benefit Corporation)

ARTICLE I NAME

Section 1. NAME. The name of this Corporation is Manzanita Public Charter School.

ARTICLE II PRINCIPAL OFFICE OF THE CORPORATION

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of the Corporation is 991 Mountain View Boulevard, Vandenberg AFB, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

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

ARTICLE III GENERAL AND SPECIFIC PURPOSES; LIMITATIONS

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of the Corporation is to manage, operate, guide, direct and promote one or more California public charter schools. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

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

ARTICLE IV CONSTRUCTION AND DEFINITIONS

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of

the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

ARTICLE V DEDICATION OF ASSETS

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

ARTICLE VI CORPORATIONS WITHOUT MEMBERS

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

ARTICLE VII BOARD OF DIRECTORS

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the Corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors ("Board").

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

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

executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

d. Adopt and use a corporate seal.

Section 3. DESIGNATED DIRECTORS AND TERMS. The number of directors shall be no less than five (5) and no more than nine (9), unless changed by amendments to these bylaws. All directors shall have full voting rights, including any representative appointed by the charter authorizer as consistent with Education Code Section 47604(b). If the charter authorizer appoints a representative to serve on the Board of Directors, the Corporation may appoint an additional director to ensure an odd number of Board members. All directors shall be designated by the existing Board of Directors.

Section 4. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No persons serving on the Board of Directors may be interested persons. An interested person is (a) any person currently being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. The Board may adopt other policies circumscribing potential conflicts of interest.

Section 5. DIRECTORS' TERM. <u>All board members shall serve three-year terms and</u> <u>are eligible for re-election for up to three consecutive terms</u>. Each director shall hold office for three (3) years and until a successor director has been designated and qualified. <u>New directors and current</u> <u>directors shall be elected and re-elected by the voting representatives of members at an annual meeting</u> in December. Directors will be elected by simple majority of members present at the annual meeting.

Section 6. NOMINATIONS <u>APPLICANTS: Interested candidates submit an application to Superintendent. Application will be</u> <u>reviewed and discussed by the Governance Board in an open session meeting and interested applicant</u> is encouraged to attend the board meeting.

Should more than one board member offer to be a candidate for any board position, board members interested in any open board position shall submit a brief statement of interest to the Superintendent. The Superintendent shall read the statements at the board meeting prior to commencement of the elections process."

BOARD OFFICE NOMINATIONS: Any board director may be nominated for any board position by another board director. Should a board director make a nomination, and that nomination is seconded by another board director, a roll call vote will be held. Board directors may refuse a nomination during this process. A board member who is not a candidate for the position under consideration shall nominate one candidate. Said nomination shall be subject to a second by another board member who is not a candidate for the position. A roll call vote shall be taken. Should the candidate be elected by majority vote, election process is completed. Should the candidate fail to be elected, another nomination process shall occur as described herein.

BY COMMITTEE. The Chairman of the Board of Directors or, if none, the Executive Director <u>Superintendent</u> will appoint a committee to designate qualified candidates for election to the Board of Directors at least thirty (30) days before the date of any election of directors. The nominating committee shall make its report at least seven (7) days before the date of the election or at such other time as the Board of Directors may set and the Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee <u>NEW</u>

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

Section 8. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; or (d) the unexcused failure of a Board member to attend three consecutive Board meetings.

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

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

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

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the affirmative vote of a majority of the directors then in office at a regular or

special meeting of the Board, or (b) a sole remaining director.

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

Section 14. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the Corporation. The Board of Directors may also designate that a meeting be held at any place within the granting agency's boundaries designated in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, <u>et seq.</u>, as said chapter may be modified by subsequent legislation.

Section 15. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act ("Brown Act"). (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). The Board of Directors shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as noticed by the Board of Directors in accordance with the Brown Act.

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

Section 17. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board of Directors, if there is such an officer, or a majority of the Board of Directors. If a Chairman of the Board has not been elected then the <u>Vice Governance Chair</u> (Executive Director) (Superintendent) is authorized to call a special meeting in place of the Chairman of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

Section 18. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours notice is given to the public through the posting of an agenda. Directors shall also receive at least twenty-four (24) hours notice of the special meeting, in the manner:

- a. Any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the director for purposes of notice, or, if an address is not shown on the Corporation's records or is not readily ascertainable, at the place at which the meetings of the Board of Directors are regularly held.
- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving

the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

c. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 19. QUORUM. A majority of the directors then in office shall constitute a quorum. All acts or decisions of the Board of Directors will be by majority vote of the directors in attendance, based upon the presence of a quorum. Should there be less than a majority of the directors present at any meeting, the meeting shall be adjourned. Directors may not vote by proxy. The vote or abstention of each board member present for each action taken shall be publicly reported.

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

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

Section 21. ADJOURNMENT. A majority of the directors present, whether or not a

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

² The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

quorum is present, may adjourn any Board of Directors meeting to another time or place. Notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by the Brown Act.

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

Section 23. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees of the Board, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the directors then in office. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

- a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- b. Fill vacancies on the Board of Directors or any committee of the Board;
- c. Fix compensation of the directors for serving on the Board of Directors or on any committee;
- d. Amend or repeal bylaws or adopt new bylaws;
- e. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;
- f. Create any other committees of the Board of Directors or appoint the members of committees of the Board;
- g. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or
- h. Approve any contract or transaction to which the Corporation is a party and in which one or more of its directors has a material financial interest.

The Board may also create one or more advisory committees composed of directors and non-directors. It is the intent of the Board to encourage the participation and involvement of faculty, staff, parents, students and administrators through attending and participating in open committee meetings. The Board may establish, by resolution adopted by a majority of the directors then in office, advisory committees to serve at the pleasure of the Board. Section 24. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors' actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

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

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

ARTICLE VIII OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of the Corporation shall be a President, who shall be known as the <u>Superintendent</u>, a Chairman of the Board, <u>a Vice Chairman of the Board</u>, a Secretary, and a Treasurer. The officers, in addition to the corporate duties set forth in this Article VIII, shall also have administrative duties as set forth in any applicable contract for employment or job specification.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the <u>Vice Chair</u>, Secretary nor the Treasurer may serve concurrently as either the Superintendent or the Chairman of the Board.

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

Section 4. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause.

Section 5. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the Corporation under any contract to which the officer is a party.

Section 6. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 7. CHAIRMAN OF THE BOARD. If a Chairman of the Board of Directors is elected, he or she shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. In the absence of the <u>Chairperson</u>, the <u>Executive Director</u> <u>Vice chair of the board</u>, shall preside at Board of Directors may assign from time to time.

Section 8. Superintendent. The Superintendent, shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The Executive Director Superintendent shall have such other powers and duties as the Board of Directors or the bylaws may require. If there is no Chairman of the Board, the Vice Chair shall work with the Superintendent and preside at the Board of Directors' meetings.

Section 9. SECRETARY. The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; the names of the directors present at Board of Directors and committee meetings; and the vote or abstention of each board member present for each action taken.

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

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

Section 10. TREASURER. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions. The Treasurer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Treasurer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board of Directors may designate; (b) disburse the corporation's funds as the Board of Directors may order; (c) render to the Executive Director Superintendent, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the Corporation; and (d) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

If required by the Board, the Treasurer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the Corporation of all of its books, papers, vouchers, money, and

other property of every kind in the possession or under the control of the Treasurer on his or her death, resignation, retirement, or removal from office.

ARTICLE IX CONTRACTS WITH DIRECTORS

Section 1. CONTRACTS WITH DIRECTORS. The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of the Corporation's directors are directors and have a material financial interest).

ARTICLE X CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

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

ARTICLE XI LOANS TO DIRECTORS AND OFFICERS

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

ARTICLE XII INDEMNIFICATION

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

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

ARTICLE XIII INSURANCE

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

ARTICLE XIV MAINTENANCE OF CORPORATE RECORDS

Section 1. MAINTENANCE OF CORPORATE RECORDS. The Corporation shall keep:

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

ARTICLE XV INSPECTION RIGHTS

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

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

Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. The Corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours.

ARTICLE XVI REQUIRED REPORTS

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

- a. The assets and liabilities, including the trust funds, or the Corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds;
- c. The Corporation's revenue or receipts, both unrestricted and restricted to particular purposes;

d. The Corporation's expenses or disbursement for both general and restricted purposes;

- e. Any information required under these bylaws; and
- f. An independent accountant's report or, if none, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the Corporation's books and records.

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

- (a) Any transaction (i) in which the Corporation, or its parent or subsidiary, was a party,
 (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:
 - (1) Any director or officer of the Corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or
 - (2) Any holder of more than 10 percent (10%) of the voting power of the Corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the Corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.
- (b) The amount and circumstances of any indemnifications aggregating more than \$10,000 paid during the fiscal year to any director or officer of the Corporation pursuant to Article XII of these Bylaws.

ARTICLE XVII BYLAW AMENDMENTS

Section 1. BYLAW AMENDMENTS. The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a

quorum is present, except that no amendment shall make any provisions of these Bylaws inconsistent with the Corporation's Articles of Incorporation, or any laws.

ARTICLE XVIII FISCAL YEAR

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

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the Manzanita Public Charter School, a California nonprofit public benefit corporation; that these bylaws, consisting of 13 pages, are the bylaws of the Corporation as adopted by the Board of Directors on _____; and that these bylaws have not been amended or modified since that date.

Executed on ______ at _____, California.

_____,Secretary

Attachment I

Manzanita Public Charter School

DATE : October 20, 2021

To: MPCS Governance Board

From: Suzanne Nicastro, Superintendent/Principal

SUBJECT: RE-INSTATE INDEPENDENT STUDY MODEL FOR NON-COVID RELATED ABSENCES

Discussion

Earlier this year, Manzanita decided to eliminate its independent study program, due to AB 130 legislation which included persnickety legal requirements which can make legally compliant implementation and documentation very challenging, thus exposing an LEA to a possible loss of apportionment due to an audit exception.

Manzanita has recently learned, while in attendance at a SBCEO Curriculum meeting, that a charter school can insulate itself from possible audit exceptions and loss of apportionment by limiting its independent study model to EXCLUDE any COVID-19 related absences. This exclusion would allow Manzanita to recapture ADA for all non-COVID related absences which are fewer than 15 (days) per year.

Recommendation

Approval

Curriculum and Instruction

Independent Study Council Polices

These policies apply to all pupils participating in independent study at the Manzanita Public Charter School, (the "School").

Each student's independent study shall be coordinated, evaluated, and carried out under general supervision of an assigned certificated employee or employees.

Agreement: A current written agreement for each independent study pupil shall be maintained on file for each participating student. Each agreement shall be signed and in effect prior to the start of reporting attendance (ADA) pursuant to that agreement. The independent study agreement for a student will require and cover a study plan that represents the same amount of study that would be required of a student in the classroom and be consistent with the school curriculum and course of study of students participating in the regular classroom setting

Agreement Content: Each independent study written agreement shall contain all the following provisions:

- The manner, time, frequency, and place for submitting a pupil's work, and the methods utilized to evaluate that work
- The objective and methods of study for the pupil's work, and the methods utilized to evaluate that work.
- The specific resources, including materials and personnel that will be made available to the pupil.
- The duration of the independent study agreement, recognizing that no independent study agreement shall be valid for than 15 days.
- The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate.
- Independent study agreements shall not include any COVID-19 related illnesses

Written agreements may include subsidiary agreements, such as course contracts and assignment and work records.

Adopted:

Amended: 10/17/2021

MANZANITA PUBLIC CHARTER SCHOOL PUBLIC SCHOOLS ON MILITARY INSTALLATIONS (PSMI)

On behalf of LOMPOC UNIFIED SCHOOL DISTRICT 991 MOUNTAIN VIEW BLVD · VANDENBERG SPACE FORCE BASE, CA 93437

PROJECT PROPOSAL

23 SEPTEMBER 2021 · KBZ JOB NO. 21001



Architect: KRUGER BENSEN ZIEMER ARCHITECTS, INC. 30 W Arrellaga St · Santa Barbara, CA 93101 Phone (805) 963-1726 · www.kbzarch.com

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PSMI Grant Proposal

23 September 2021

01.1 Executive Summary

Manzanita Public Charter School is a California public charter school that is its own Local Education Agency (LEA), but utilizes facilities leased from Lompoc Unified School District, which is serving as the LEA of record for this project proposal. The school site is located at 991 Mountain View Blvd, Vandenberg SFB, CA 93437, a part of Vandenberg Space Force Base and is located outside the secure perimeter, to the west of the main installation. Manzanita Public Charter School is an elementary grade school serving grades Transitional Kindergarten (TK) through sixth, with a current student population of 456 students, with 54 staff members and 25-50 volunteers that regularly frequent the site. Historically MPCS has 20% to 30% of its enrollment as military dependents, and with the state-wide TK expansion, MPCS anticipates those figures to jump to 30% to 40% based on historical waiting lists.

Transitional Kindergarten in California is currently a free, public school program for 4-year-olds who turn 4 between September 2 and December 2. In July of 2021, CA lawmakers passed AB130, a legislative bill which financed a 2.7-billion-dollar universal Transitional Kindergarten program which will be gradually phased in over the next 5 years. This new program will essentially make a year of TK eventually available for all four-year-old children, regardless of birthdate.

The passage of AB 130 will significantly impact the enrollment of Manzanita Public Charter School. Geographically, the school is located in an area where pre-school and daycare enrollments are greatly impacted and long waiting lists exist. It is projected that Manzanita will grow by 50-70 students when AB 130 is fully enacted based on local need and the ongoing needs of Vandenberg Space Force Base duty personnel.

The school facility of approximately 29,000 square feet was originally constructed in 1961 and has not undergone a major modernization since that time. Per the Facility Condition Assessment Report dated March 22, 2018, as conducted by Alpha Facilities Solutions, the current (at that time) Q-Rating was Q-4 "Failing Condition" for all buildings except for the administration buildings, which was rated Q-3 "Poor Condition." The Facility Condition Assessment Report has been attached as Appendix 1. As examined in the "Feasibility" section, an assessment was done to compare the costs of replacing said buildings versus modernizing, and while the replacement costs were similar, the new location of the school on the site and the duration of the project were deemed unfavorable and the committee elected to pursue the modernization option in lieu of full replacement. Additionally, Charter School Facilities Program funding cannot not be accessed for all-new construction, thus severely limiting the LEA's options for match funding.

The proposed project addresses the items noted in the FCA through a mix of modernization of existing buildings, a kitchen addition to the cafeteria building, and new construction. We are proposing a dual grant solution: a design-phase grant to complete engineering investigations, design studies, and construction drawings to secure Division of the State Architect approval. This approval is critical to securing the final match funding through the State's Charter School Facilities Program. This will be followed by updated project descriptions and cost estimates for inclusion in the PSMI construction-phase grant application. A schematic site plan showing existing conditions and proposed improvements is included to visually describe the existing conditions and the proposed scope.

(continues)



	Existing	Proposed	
Design Capacity, per DoDEA Ed Spec (student	s): 384	522	
Grade Levels/Loading:			
K & TK* students (18 per classroom):	36	90*	
1st through 3rd students (18 per classroon	n): 162	216	
4th through 6th students (24 per classroon	n): 168	216	
Area Renovated (s.f.):	29,000	n/a	
Area New (s.f.):	n/a	23,250	
Site Renovated (s.f.): (does not include building footprints)	261,000	n/a	

Department of Defense Education Activity (DoDEA) Education Facilities Specifications Statistics

*Proposed includes two new TK classrooms per recent new state requirements

Facility Condition Assessment Report Functional Space Improvements: Addition of one Kindergarten classroom (to relocate from off-site), conjoined with new Information Center; enlargement of kitchen/food service; addition of 1 special needs classroom and 4 general-purpose classrooms, and addition of gymnasium. The existing enrollment of 456 students creates classroom overcrowding per DoDEA loading standards; there are no "ineligible" portable classrooms serving the existing student population. The proposed construction of new classrooms will accommodate the current enrollment at DoDEA loading standards, as well as the additional 50-70 additional students anticipated from the statewide Transitional Kindergarten program expansion.

The VSFB installation is in a relatively remote area and is served by one on-base elementary school, Crestview Elementary, in addition to Manzanita Public Charter School. Crestview is currently in an overcrowded status with respect to DoDEA loading standards due to the use of portable classrooms. It has recently been invited to the PSMI program and is in the early stages of its proposal. Other nearby public schools include Vandenberg Middle School, serving grades 7 and 8, which is also on installation property but outside the perimeter. Cabrillo High School and Buena Vista Elementary are in the town of Vandenberg Village, approximately five miles away.

Other (LEA-determined) Improvements: Addition of two Transitional Kindergarten classrooms, per anticipated state requirement; overdue replacement of HVAC systems; additional parking required.

The project is following a strict timeline, as the State Proposition 51 funding must be secured with Division of the State Architect approved drawings no later than January 2023. Bidding and Negotiation would then occur in the Spring of 2023, and construction following in the 15 months between June 2023 and August 2024.

Proposed conceptual cost for the project is \$38,536,710 including soft costs, Furniture-Fixtures-Equipment, and swing space costs. Final proposed project costs will be more fully refined as part of the design grant. Lompoc Unified School District is proposing to meet the required 20% match through funding from the State's Charter School Facilities Program, which would translate into their share at \$7,707,342, and the remaining 80% to be funded through PSMI grant in the amount of \$30,829,368.

Proposal is to fund in two grants – design grant and construction grant. Design grant proposed is approximately \$3,398,500 (included above), with the 20% match by Lompoc Unified School District of \$679,700 and the 80% balance of \$2,718,800 by the Program. Construction Grant is currently estimated at \$35,138,210 with the 20% match of \$7,027,642 by LUSD through funding from the Charter School Facilities Program and the 80% balance of \$28,110,568 through the PSMI federal grant.



Other documentation required for this proposal per Federal Register Vol. 76, No. 175 are included herein, including the list of permits required, compatibility statement from the installation, FEMA flood hazard information, letter from the LEA regarding matching funds, reasonable alternatives in support of NEPA findings, and financial information from Lompoc Unified School District (as the LEA) demonstrating financial wherewithal, including the non-supplanted funds statement.

Proposal Leadership Team:

Douglas Sorum, Assistant Superintendent Business Services, Lompoc Unified School District

Samuel Blanton, Director of Maintenance and Operations, Lompoc Unified School District

Teresa Acosta, Executive Assistant Business Services, Lompoc Unified School District

Suzanne Nicastro, Superintendent/Principal, Manzanita Public Charter School

Nancy Dow, Fiscal Director, Manzanita Public Charter School

Lisa Silverman, Executive Officer, Office of Public School Construction, State of California Department of General Services

Barbara Kampmeinert, Deputy Executive Officer, Office of Public School Construction, State of California Department of General Services

Michael Watanabe, Chief of Program Services and Administrative Services, Office of Public School Construction, State of California Department of General Services

Craig Price, Esquire, Griffith & Thornburgh LLP

Lauren Rode, Esquire, Griffith & Thornburgh LLP

Todd Jespersen, Principal Architect, Kruger Bensen Ziemer Architects Inc.



PSMI Grant Proposal

23 September 2021

01.2 Description of Project Scope – Modernization of Existing Buildings

Construction of the original six campus buildings occurred in 1961-1963 with no major additions or alterations since that time except for the Martha Negus building on the east side of the campus, which is primarily occupied by the County Office of Education for special programs. No work is proposed for the Martha Negus building as part of this proposal. There are currently <u>no</u> portable classrooms on the site. Modernization work is proposed for the original six buildings, which consist of three classroom wings of six classrooms each, a kindergarten building with two kinder classrooms, the multipurpose/kitchen building, and the administration building. In the 2018 Facilities Conditions Assessment report, all buildings were rated as Q-4 "Failing Condition," except for the administration building that was rated Q-3 "Poor Condition."

Replacement of the buildings was studied, as discussed in Section 3 Feasibility Analysis, which yielded the decision to modernize existing to shorten the construction schedule and allow access to State funding for modernization, which is the bulk of the matching funds.

All six original buildings are proposed to receive upgrades to the building envelope, including removal and replacement of the existing roof with a similar cold-applied built-up roof system and new roof insulation, replacement of the existing windows with new thermally broken, operable, dual glazed aluminum windows. All building exteriors will be repainted.

ATFP enhancements include windows with laminated glazing that complies with current anti-terrorism force protection standards (ATFP) per UFC 4-010-01 Standard 10. Replacement of all exterior doors and door frames shall be with hollow metal products and new door hardware and shall swing outward to conform with UFC 4-010-01 Standard 12. The door hardware will meet the lockdown operation state requirements of AB 3205, lockable from the interior.

All six buildings will also receive improvements to upgrade all existing systems including HVAC, Plumbing, Lighting, Power, Safety, and Technology.

HVAC modernization will include the replacement of gas-fired central heating units with all-electric heat pump units. In the classroom buildings, this will entail removing the large furnace at the end of each building and installing new heat-pump units and ductwork in each classroom. Similarly, other small furnaces in the admin building and other miscellaneous spaces will be replace with heat-pump units. The large furnace units at the MPR building will be replaced with either split heat-pump systems or package rooftop heat-pump units, to be studied and a final determination made in this design phase. This has the added benefit to reduce the campus' use of carbon-based fuels. An Energy Management System will be introduced for system-wide monitoring and control, and window interlocks will be installed to prevent heating/cooling from operating while windows are open. HVAC systems will be capable of introducing fresh air, conditioned or unconditioned, as controlled by carbon dioxide sensors.

All potable water consumption endpoints including drinking fountains, sinks, etc. shall be replaced with new lead-free fixtures. Where sinks occur in casework, sinks will be replaced in addition to the fixtures. Supply piping within the building shall be replaced with new copper piping and lead-free soldered joints.

All restrooms shall be demolished to stud framing to allow for piping replacement, and then reconfigured to allow for current accessibility requirements. This will entail replacement of all finishes and fixtures. Exhaust fans will also be added, with motion-based timers for energy conservation.

All interior and light fixtures shall be replaced with LED fixtures. Interior fixtures in occupied spaces shall have daylight harvesting and dimming controls per CA Title 24. Where ceilings are being replaced or new ceilings installed, light fixture layout will be adjusted to optimize light distribution and power consumption, as existing lighting layouts are often closer together than required for modern fixtures.



Existing spaces have infrequently spaced convenience outlets, especially with respect to modern technology requirements. Power distribution within buildings will be updated with 2-channel Wiremold in existing classroom and other spaces to provide multiple duplex outlets along each wall, except where wall framing is being exposed due to reconfiguration, etc., in which case in-wall wiring will be utilized.

The existing manual fire alarm system will be replaced with a new fully automatic campus-wide fire alarm and emergency voice alarm evacuation (EVAC)/mass notification system. The automated system includes new smoke and heat detectors throughout, new audio and visual warning devices – e.g. horns and strobes, new speakers for the voice component of the EVAC/mass notification system, and main control panel to be located in the administration building.

Technology improvements will include maintaining Manzanita Public Charter School's recently installed Wi-Fi access points and the new data cabling that serve them. Older in-plant cabling will be replaced with CAT-6A wiring and relocated as required for replacement of wall finishes and ceiling systems Intermediate Data Frames (IDF's) will be upgraded to industry-standard cabinets, as some are in site-fabricated wood construction with no ventilation.

Modernization of classroom finishes include installation of encapsulating rubber-backed carpet and luxury vinyl tile with an encapsulating underlayment over the existing asbestos-containing vinyl floor tile. Large classroom wall expanses will be covered with vinyl- or fabric-covered panels, with minor wall areas to be painted. The existing classroom ceiling tiles and substrate will be removed so that insulation can be installed between the roof joists, and the new acoustical tile ceiling with gypsum board substrate will be installed.

Restroom finishes will be replaced with new ceramic tile floors, ceramic tile walls to eight feet above finish floor and painted gypsum board above, with new painted gypsum board ceilings, per LUSD standards.

Modernization of the multipurpose room finishes will include refinishing the existing wood stage and under-stage cabinet faces, painting the walls and interior trim, and replacing the ceiling with a suspended grid and acoustic panel system. New luxury vinyl tile flooring will be installed over an encapsulating sealer.

The existing kitchen facility, which is part of the existing MPR building, will be expanded to address the shortcomings found in the Facilities Condition Report as well as MPCS's desire to prepare meals on site. The expansion is anticipated to occur by repurposing some adjacent spaces as well as expanding the footprint of the building. This will allow for the introduction of modern cooking equipment as well as cold/frozen/dry storage. The existing 185 s.f. kitchen space will be increased to a total of approximately 1,900 square feet, per DoDEA Ed Spec recommendations, with a reconfiguration of the existing 600 square foot staff lounge. For purposes of the State funding, this additional square footage is considered "new" and must be funded outside the Prop. 51 state grant. The project team will be tracking "new" construction costs separately for purposes of the state audit, but since that funding is a block grant in support of the larger project, the inclusion of "new" space is not prohibited.

The administration modernization will include reconfiguration of office spaces for administrative and counseling staff, as well as replacement of casework and finishes at the reception and teacher's workroom areas. Replacement of finishes will be similar to the classroom replacements: a combination of carpet and luxury vinyl tile flooring, tackable and painted wall surfaces, new acoustic ceiling tiles and substrate. Exterior improvements to the administration building include architectural element(s) to enhance identification of the main point of entry and a new electronic messaging board, in addition to the aforementioned building envelope improvements.



23 September 2021

01.3 Description of Project Scope - New Buildings

The proposed project includes three new buildings and a kitchen/food service expansion to an existing building. All four areas of new square footage are in response to the 2018 Facilities Condition Assessment Spatial Adequacy Analysis that noted both the Gymnasium building and Information Center as required but not currently provided. The Facilities Condition Assessment School Capacity Summary noted a shortage of six classrooms and there is an anticipated shortage of two additional classrooms due to the state's Transitional Kindergarten program. The necessary capacity is proposed to come in the form of a new 5-classroom building and three Kindergarten/Transitional Kindergarten classrooms conjoined with the new Information Center building to keep it within proximity to the two existing Kindergarten classrooms and Play Lot.

Gymnasium/Multipurpose Building:

This building is proposed for physical education, assembly, student theatrical and musical performances, and after-hours community use. Building will include a raised stage with storage below for chairs, 5-row bleacher seating opposite the stage, a 42-foot by 74-foot basketball court with synthetic flooring suitable for athletics with multi-sport linework, four to six basketball goals, a lobby/vestibule entry space, multi-stall and family non-gendered restrooms, a single PE staff restroom with shower, and equipment storage rooms. The main gym space shall have a clear interior height of at least 24 feet, to allow for volleyball and similar uses. Protective padding will be provided along interior walls of the main gym space. Size of the main gym space shall accommodate a seated capacity of 500 (all students and teachers) for school-wide assemblies, with adequate exit aisles, circulation spaces, etc.

Programmatic spaces to satisfy DoDEA guidelines and Manzanita Public Charter School requirements:

- Lobby with Restrooms......400 s.f.
- Main Gym......5,100 s.f.

- Performance Storage200 s.f.
- Music Room 1000 s.f.

Placement of this building is anticipated to occur on the west end of the site, adjacent to the existing parking lot to facilitate community and after-hours use, with logical fencing/access separations so that the gym may be used after hours while leaving the remainder of the campus secured. Due to the proximity of the new parking lot access, ATFP-required windows will be utilized.

Mechanical systems for the gym shall be heat-pump type that provide heating and cooling, with capacity to meet fresh air requirements throughout the year. Lighting will be high-bay type LED fixtures with motion and daylighting controls to meet CA Title 24 requirements. Restroom fixture counts will be sized per California Plumbing Code Requirements for the worst-case occupant loads – typically the assembly use. Bottle filling stations will be included in addition to standard hi-lo accessible drinking fountains. Windows shall be electrically operated to allow for natural ventilation and shall be interlocked to the HVAC system to maintain energy conservation.

Electrical systems will include nominal convenience (power) outlets, data outlets and Wi-Fi coverage, a fully automatic fire alarm system with voice-evacuation system, sound system for public address and musical/theatrical performances, and basic stage lighting and rigging.

Floor finishes will include athletic-type synthetic flooring in the main gym space, ceramic tile in the restrooms, and LVT in the remainder of the spaces. Restroom walls will have a ceramic tile finish; gym, lobby, and storage room walls shall be impact-resistant painted gypsum board with the addition of protective padding to 5' high at the main gym space.



Info Center/TK/K Building:

The Information Center is intended as a replacement and upgrade to the traditional "library" function. It will contain the traditional stack, circulation desk, and reading areas, but will introduce flexible learning and instructional spaces to support digital and other technological resources.

Programmatic space, following the DoDEA guidelines, is as follows:

- Stack Area (690 l.f. shelving)......900 s.f.
- Storytime Area150 s.f.
- Circulation Desk125 s.f.
- Flexible Learning1200 s.f.
- Info Center Restrooms......225 s.f.
- (2) TK Classrooms2400 s.f.

As the Info Center shall contain two single-occupant restrooms for students and a single-occupant staff restroom.

Technology will include support for mobile flat-screen touch panels, data drops at each of the functional areas and Wi-Fi coverage through the building and exterior reading/instructional areas.

This new building will also contain a new classroom to serve the 3rd Kindergarten class currently housed in the Martha Negus building. This classroom is sized at 1200 s.f., which is comparable to the two existing Kinder classrooms on the main campus. Two new Transitional Kindergarten classrooms are included in the project to support the expansion of the state's on-site Transitional Kindergarten programs. These three Transitional Kindergarten/Kindergarten spaces includes the in-classroom student restrooms, and all three will share a common workroom. Classroom floors will be a combination of modular carpet & LVT. Classroom Walls will be 50% Tackable Surfacing; 50% Painted gypsum board. Classroom Ceilings shall be 12x12 acoustical tile or 24x24 acoustical grid system.

The placement of this building is anticipated to be north of the existing Kindergarten building, allowing for easy access from the entire site, while affording the creation of an exterior courtyard between the new and existing buildings that will serve as a newly renovated, secure Kinder play yard – see section on Site Improvements.

Classroom Building:

This building will house the five other new classrooms to complete the capacity requirement. Four of these classrooms shall all be 960 s.f. with planned occupancy of 18 for K-3 and 24 for grade 4-6 uses. Multi-occupant restrooms will be included to match the existing classroom wings. One classroom will be for special needs use, with its own single-occupant restroom and related specialized facilities, addressing an element noted as missing in the Facilities Condition Assessment report.

Envelope – Wood-framed construction with plaster finish; Buildings with accessible attics will be insulated under the roof deck, otherwise rigid insulation will be added above the roof deck prior to re-roofing. Target will be +15% above CA Title 24 Energy Code. New and replacement windows shall be dual glazed with laminate glass layer and framing to meet Anti-Terrorism Force Protection (ATFP) requirements. Exterior doors and hardware to be replaced with new hollow-metal doors & frames, with new hardware to meet AB 3205.

HVAC – All-electric Heat Pump units with Energy Management System, toward Net Zero Carbon future. Thermostat controls for individual classrooms.

Plumbing – the building will contain multi-stall facilities for each sex, a non-gendered single occupant restroom and a staff restroom.

Lighting – LED Lighting for both interior and exterior; daylight harvesting and dimming controls per CA Title 24.



Power – two duplex convenience outlets per wall, with additional outlets as needed for specialized equipment.

Safety - New Campus-Wide Fire Alarm/Voice EVACS System.

Technology – New IDF's and infrastructure to support 10 data drops per classroom (includes 2 at ceiling for WiFi access point in each classroom).

Food Service Expansion:

As noted previously, the existing food service area is significantly undersized at approximately 187 s.f. compared to the 2,074 s.f. recommended in the Facilities Condition Assessment report, referencing the DoDEA Ed Spec. This proposal includes a complete removal of the existing food service facilities that have not been significantly improved since the original construction, and then replaced with an expanded-footprint facility that meets the DoDEA Ed Spec requirement. The expansion is anticipated to occur at the south end of the cafeteria building, north of the administration building. The new area will allow for new and expanded cooking equipment, larger food preparation areas, proper serving lines and cashier area, dishwashing, and dry/cold/frozen food storage areas. The intent is to become a full-service kitchen that provides meals prepared on-site, as opposed to the current box-lunches prepared off-site at the LUSD Central Kitchen in downtown Lompoc near the District Office.

Programmatic spaces include:

- Main Kitchen (Prep/Service)1000 s.f.
- Receiving.....100 s.f.
- Cold/Freezer Storage.....500 s.f.

- Food Service Office......100 s.f.

Electrical service will be improved to the food service area and will be adequately sized and wired to allow for the future conversion to non-gas-fired food preparation equipment (i.e. all-electric). Although the food service industry is moving toward an all-electric future, current all-electric equipment offerings may not meet the school's food preparation immediate needs. Thus, natural gas infrastructure will be provided for the current and near-future needs, while outlets and electrical capacity will be provided for future all-electric equipment replacements.



23 September 2021

01.4 Description of Project Scope - Site Improvements

Parking

The existing parking lot of 26 spaces was noted in the 2010 Facilities Condition Assessment as being inadequate, which is supported by site administration's report that there are 54 teachers/staff on site. The project proposes to repave and re-stripe the existing parking area to conform with current accessibility, electric vehicle, and CalGreen shading standards. Additionally, parking is proposed to be expanded with a new lot containing 28 spaces so that all teachers and staff can be accommodated, to be located on the west side of the site. Both existing and new parking lots are proposed to have lighting.

Utilities/Infrastructure

The site is served by the original utility infrastructure (1961); although the electrical service and distribution has already been identified as needing replacement due to anticipated service demands, other systems are proposed to undertake evaluations during the design phase grant to assess their condition and extent of replacement necessary.

In support of the state and federal government's moves towards fossil fuel reduction and greenhouse gas emissions reductions, the project proposes to replace the end-of-life gas-fired heating systems with electric heat-pump type systems, which greatly increases the site's electrical demand. Additionally, the original electrical systems from the 1960's are currently inadequate to support modern technology in the classrooms. A service upgrade from 800A to 1600A is currently anticipated, although the service size will be confirmed as the new HVAC and classroom loads are identified in the design grant process. Distribution wiring will be replaced, with new service panels at each building, and wiring replaced throughout the buildings.

Wet utilities (water and sewer) will be investigated and evaluated in the design grant. Per prior modernization of Lompoc Unified elementary schools built around the same time as MPCS, we anticipate that large portions of these systems will likely need replacement. Replacement of water systems is especially important with respect to lead-safe construction and fixtures.

Natural gas throughout the site serving each building is proposed to largely be abandoned, except for the expanded food service facility. At this building, gas service will be replaced to service the food service equipment's near-term needs, with anticipated switch to all-electric cooking in the future. While great strides have been made with electric-only cooking equipment, pricing, limited selection, and unfamiliarity with that equipment leads us to propose continuation of natural gas use for the immediate future, while putting in place electrical distribution and outlets for future conversion and elimination of gas-fired equipment.

Play Areas

The project proposes to re-establish the former running track with a new decomposed granite running surface located approximately 40' northwest of its current location, to allow adequate space for the new classroom building. The interior of the track is proposed to be rehabilitated with a new irrigation system, gopher-wire subgrade protection, and hydroseeded grass. This area is programmed as the play space for the upper grade levels.

For the lower grade levels, an area of approximately 30,000 s.f. is proposed to be rehabilitated similar to the track infield described above: new irrigation, gopher-wire protection, and new hydroseeded grass. This will likely occur in the area used for interim housing, which will require rehabilitation after the interim housing is removed.

The addition of the Info Center/TK/K building is intended to create a secure, observable exterior play courtyard formed by the new building to the north and existing buildings to the east, south, and west. The existing asphalt in this courtyard play area is proposed to be removed and then replaced with new hard and soft surfaces, tricycle track, an age-appropriate play structure, and contained by new fencing.



Miscellaneous

Also included in site modernization will be the post-construction remediation of the site area where the interim buildings will be installed. The interim buildings will be placed on a gravel subgrade, so these areas will have the gravel removed, utilities capped and abandoned in place, subgrade replaced as necessary, and then hydroseeded to match the existing playfields. Further discussion of the proposed interim housing solution is contained in a subsequent section.

The existing perimeter chain-link fencing is serviceable and is proposed to remain. Fencing along the front of the campus is proposed to be upgraded to black wrought iron and will be configured to support the single-point-of-entry security concept.



23 September 2021

01.5 Description of Project Scope – Interim Housing

To facilitate modernization of existing facilities and expeditious construction of the new facilities, the project is proposing interim housing on the current property to house all functions and turn the main project site over to the general contractor(s) for construction in a single phase. Further explanation for the selection of this methodology can be found in section 03 Feasibility.

Interim Housing units include:

- (18) 24'x40' standard classroom units
- (2) 24'x40' standard classroom units with restroom for kindergarten use
- (2) 12'x40' multi-occupant restroom units, one for lower grades and one for upper grades; each with single-occupant staff restrooms
- (1) 48'x40 unit for Administration, including nurse's station and teachers' workroom.

The electrical service upgrade for the site will installed at the onset of construction, so that it can power the interim housing installation. Wet utilities will need to be extended to serve the various interim restroom facilities.

Interim housing units will be installed over gravel base with asphalt paved circulation paths and then removed at the conclusion of the project. Most of this area will be rehabilitated and restored to grass play area per the discussion in Section 01.4 Site Improvements.



23 September 2021

01.6 Description of Project Scope – ATFP Responses

Incorporated into the modernization of existing facilities and the proposed new structures, the project includes measures in response to Anti-Terrorism Force Protection per Unified Facilities Criteria (UFC) 4-010-01 DoD Mininum Antiterrorism Standards for Buildings.

Per email from Kenneth "Bob" Griswold at VSFB (GS-13 USSF SPOC 30 CES/CENM), who consulted with the local AT office, "it is confirmed that the 'low' level of protection should be used, with the smaller explosive weight to determine the setbacks."

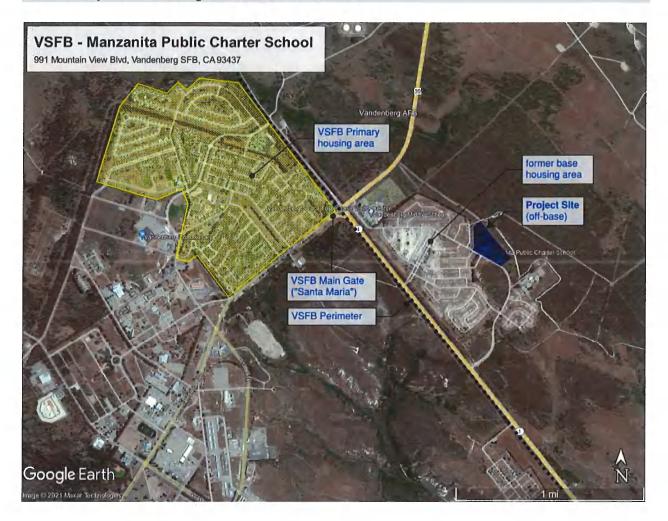
Proposed measures include:

- 33 foot (10 meter) minimum standoff distance for new parking from new Gym; existing parking is 45 feet from nearest building (UFC 4-020-01_4-3.3.1.1).
- Dual-glazed windows with thermally broken aluminum frames and laminated glass inner panes, for new buildings and retrofit into existing buildings (UFC 4-010-01_3-11 and B-3.1.3).
- All new exterior doors and frames to be hollow metal steel and shall open outward so that integral door stops provide blast protection. Existing doors and frames shall be replaced in same manner (UFC 4-010-01_3-13 and B-3.2).



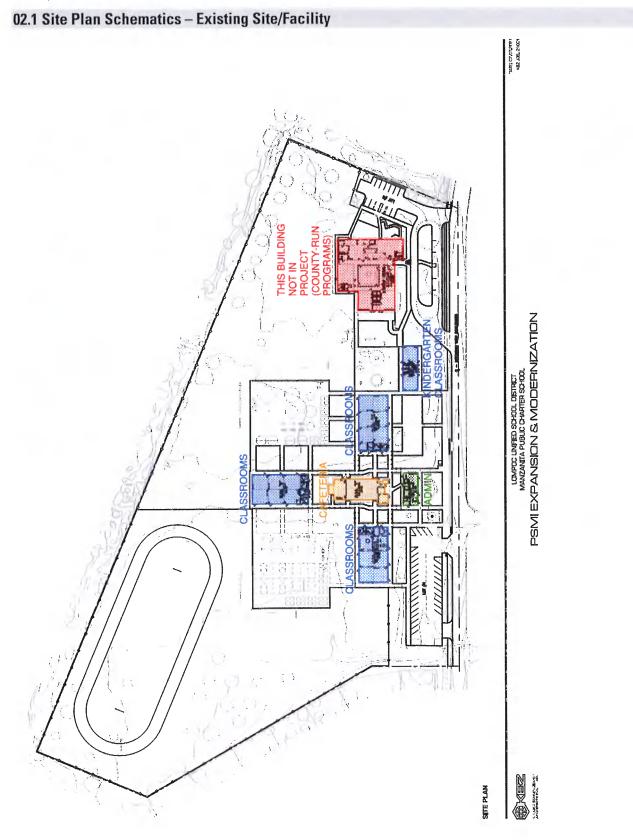
23 September 2021

02.0 Vicinity Plan – Existing Site in Relation to VSFB

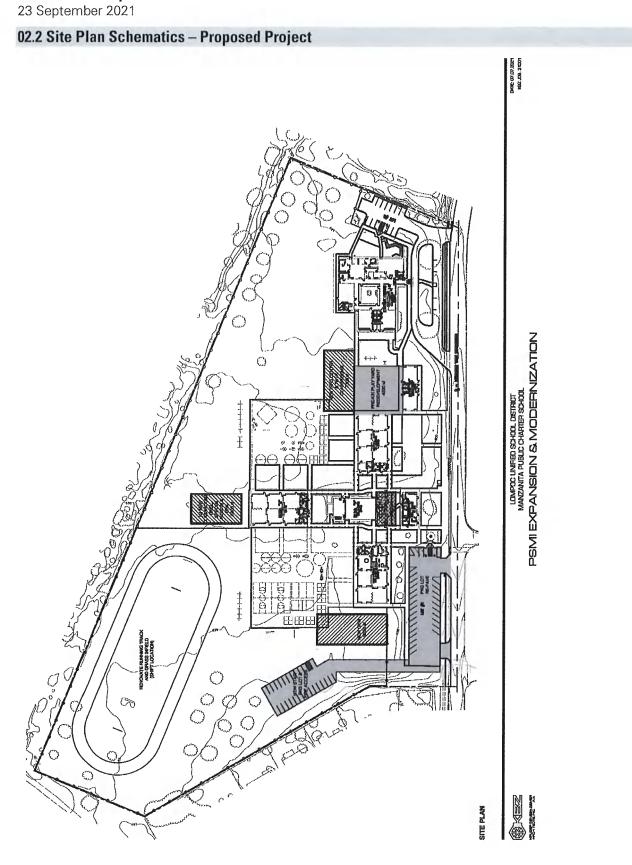




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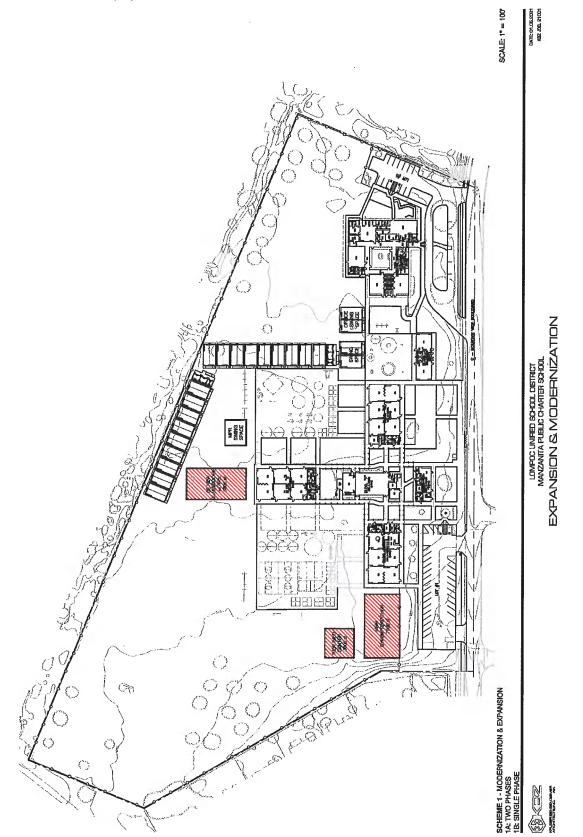
03 Feasibility Analysis

Two primary options for the project were studied for feasibility and cost impacts. Scheme 1 was to modernize the existing facilities in place and add new buildings/facilities as dictated by programmatic needs and outlined in the Facilities Condition Assessment report. This option (modernization) requires the use of interim housing to allow educational activities to continue throughout the course of construction. Scheme 2 was the construction all-new facilities in the playfields at the rear of the campus and then demolish the existing buildings and convert them to playfield use.

After review and discussion, Scheme 1 (modernization) was ultimately selected as the option to proceed with for further development.



Scheme One site graphic:





Scheme One Cost Analysis:

Conceptual Cost Estimate			1		January 26, 202
		Unit Cost	Qty	Cost	Notes
Site / Infrastructure				\$1,252,000	· · · · · · · · · · · · · · · · · · ·
Power	\$	250,000	1	\$250,000	New service & distribution
Wet Utilities	\$	150,000	1	\$150,000	
Comm & Dry Utilities (Gas)	\$	225,000	1	\$225,000	
Hardscape	\$	175,000	1	\$175,000	POT, Parking Lot, ADA Parking
Landscape/Irrigation Rehab (SF)	\$	2	226000	\$452,000	NW fields, incl. interim demob rehab
		1			Re-Roof, Doors+Windows, Lighting, HVAC, Interior Finishes, Data/Comm,
Modernization			- 1	\$4,372,000	Restrooms
18 Classrooms (EA)	\$	110,000	18	\$1,980,000	
Restrooms (EA)	\$	150,000	10	\$1,500,000	
Kindergartens (EA)	\$	125,000	2	\$250,000	
Cafetorium (SF)	\$	90	3800	\$342,000	Not Kitchen
Admin (SF)	\$	150	2000	\$300,000	
New Buildings			1	\$9,043,000	
6-Classroom Building/RR's (SF)			6800	\$3,268,000	
Classrooms	\$	450	5760		
Restrooms	\$	650	1040		
Gym/MPR/Kitchen (SF)				\$4,125,000	
Gym/MPR (SF)	\$	450	6000		
Kitchen (SF)	\$	750	1900		Including Kitchen Equipment
Info Center (Library/Media/etc)(SF)	\$	550	3000	\$1,650,000	
Swing Space (30 months)				\$1,500,500	(18 std classrooms, 2 K classrooms, 2 RR, Admin, no MPR)
Pad Prep (SF)	\$	4	37000	\$148,000	
Utilities / Infrastructure	\$	310,000	1	\$310,000	Power, water, sewer, comm/clock/bell/FA
Portable Buildings	Ŷ	510,000	-	\$1,042,500	per quote from Class Leasing LLC
Lease (annual rate)	\$	450,000	1.25	<i>Q</i> 110121300	15 month duration for 1-phase
Mobilization/Demobilization	\$	480,000	1	_	
Subtotal	_			\$16,167,500	
General Conditions (8%)				\$1,293,400	
Escalation (12%)				\$1,998,303	24 months for Option 1A
Contingency (20%)		1		\$3,233,500	
Subtotal			i	\$22,692,703	
Bonds & Insurance (2.5%)				\$567,318	
Contractor's Fee (6%)				\$1,361,562	
Total Estimated Construction Cost				\$24,621,583	
Soft Costs (25%)				\$6,155,396	A&E, Legal, Inspection, Testing Lab, DSA



Scheme One Discussion:

Scheme One had the benefits of being viewed by the public as a more environmentally friendly solution by nature of its re-use, extending the life of serviceable buildings. The identity of the campus could be maintained, while introducing new buildings and elements to bring new "life" to campus identity. Pedestrian and vehicle circulation remained in close proximity to the street, where bus drop-off brings the majority of the students.

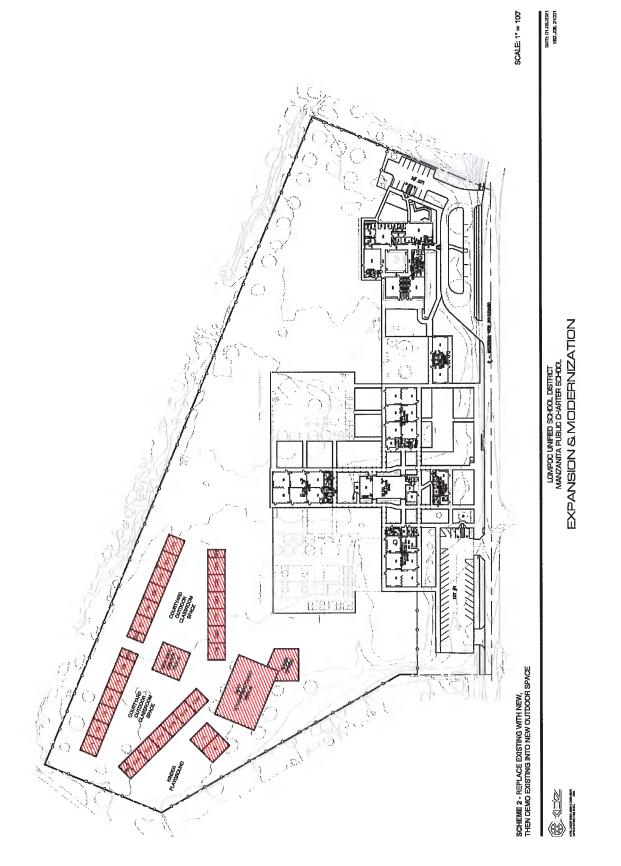
The necessary interim housing was not viewed negatively; in fact, those units have the benefit of providing air conditioning, where the existing classrooms are heat-only.

Positive	Negative
Re-Use of existing buildings (sustainability)	• Lesser lifespan compared to new construction
Maintain Campus Identity	
Buildings' proximity to street	
 Playfields remain at rear of site 	
Shorter construction duration	
 Interim Housing provides a/c in near term 	
Project Costs lower than Scheme Two	

Scheme One was ultimately selected primarily based on the site layout/design and the desire to avoid putting the campus at the rear of the site, as well as the cost efficiency of the benefits yielded.



Scheme Two site graphic:





Scheme Two Cost Analysis:

Option 2 - All New/Demo Old & F	Reha	ab Footprii	nt		
Conceptual Cost Estimate		1079 10.090 10.000 10.000 10.000 10.000		n gan in anna an air an chuith a gun an an An an ann an anna an an anna an anna an an	January 26, 202
		Unit Cost	Qty	Cost	Notes
Site / Infrastructure				\$1,605,000	
Power	\$	300,000	1	\$300,000	
Wet Utilities	\$	180,000	1	\$180,000	
Comm & Dry Utilities (Gas)	\$	275,000	1	\$275,000	
Hardscape	\$	400,000	1	\$400,000	New POT, Rehab (e) Parking Lot, ADA Pkg
New Campus Planting/Irrigation (SF)	\$	3	150000	\$450,000	Around New Campus only (rehab below)
Replacement Buildings				\$14,305,000	
18 Classrooms (SF)	\$	450	17100	\$7,695,000	
Restrooms (SF)	\$	650	4000	\$2,600,000	
Kindergartens (SF)	\$	500	2400	\$1,200,000	
Cafetorium (SF)	\$	450	3800	\$1,710,000	
Admin (SF)	\$	550	2000	\$1,100,000	
New Buildings				\$9,043,000	
6-Classroom Building/RR's (SF)		1	6800	\$3,268,000	-
Classrooms	\$	450	5760	+-)	
Restrooms	\$	650	1040		
Gym/MPR/Kitchen (SF)				\$4,125,000	
Gym/MPR (SF)	\$	450	6000	· · · · · · · · · · · · · · · · · · ·	
Kitchen (SF)	\$	750	1900		Including Kitchen Equipment
Info Center (Library/Media/etc)(SF)	\$	550	3000	\$1,650,000	er fanneningen van State en
Demo (E) Buildings & Rehab site		-		\$882,200	
Building Demo (SF)	\$	12	29000	\$348,000	
Site Demo (SF)	\$	2	34000	\$68,000	
20% Intensive Rehab (Hardscape)	\$	25	12600	\$315,000	Outdoor Learning, New Playground space
80% Minimal Rehab (landscape)	\$	3	50400	\$151,200	
(E) Playground Rehab (SF)	\$	2	43000	\$86,000	Slurry Seal & Restripe
Subtotal				\$25,835,200	
General Conditions (8%)				\$2,066,816	
Escalation (12%)				\$3,193,231	24 months for Option 1A
Contingency (20%)				\$5,167,040	
Subtotal				\$36,262,287	
Bonds & Insurance (2.5%)				\$906,557	
Contractor's Fee (6%)	Nes			\$2,175,737	
Total Estimated Construction Cost				\$39,344,581	
Soft Costs (25%)				\$9,836,145	A&E, Legal, Inspection, Testing Lab, DSA
Total Estimated Project Costs				\$49,180,726	



Scheme Two Discussion:

Scheme Two has the advantage of all-new construction, with all the benefits of new building materials, systems, the ability to configure the arrangement of the buildings without constraint, and an anticipated longer building life. However, the siting of the new campus toward the rear of the property, with play fields at the "front" was viewed negatively with respect to pedestrian and vehicle circulation, and to its cost premium over Scheme One.

There was additional discussion regarding how the all-new construction in Scheme Two would likely preclude participation in the state Charter Schools Facilities Program, which is limited to modernization projects and is currently the major source of anticipated match funding, but this was not a deciding factor in the decision between the two Schemes.

Positive	Negative
• Longer lifespan compared to new construction	Not as sustainable in terms of re-use
 More opportunities for energy savings 	New/Different Campus Identity
More flexibility in classroom layouts	Campus Core distance to street/parking
Minimized Interim Housing Costs	Playfields at front of campus is atypical
	Longer construction duration
	• 60% Cost Premium relative to Scheme One

Scheme Two was not selected due to the resulting location of the campus at the rear of the site, as well as the cost premium and the limited additional benefits that those additional costs would yield.



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04 Reports Used in Analysis of Proposed Project

Although no reports were used in this phase of the project analysis, the design-phase grant proposes the following:

- Geotechnical Investigation and Report
- Geohazard Investigation and Report
- Hazardous Materials Investigation and Report
- Percolation/Infiltration Investigation and Report



23 September 2021

05 Current Concept Estimate – Construction Grant

LUSD Manzanita Public Charter

Option 1B (selected) - Modernize Existing in One Phase

Construction Grant Conceptual Cost Estimate

September 23, 2021

Int. Door & Hardware Replacements \$ 1,200 31 537,200 Exterior Finishes - Painting (Bildy) \$ 12,000 6 572,000 Interior Finishes - Painting \$ 2,2000 \$203,000 Accurate panel & glue-up tile Interior Finishes - Painting \$ 2,2000 \$216,000 Per standard restroom modernization Window Replacements \$ 925,000 1 \$925,000 Incl. AIPR sugared restroom modernization Window Replacements \$ 927,000 1 \$522,600 Incl. AIPR sugared restroom modernization Window Replacement \$ 275,000 1 \$522,600 Incl. AIPR sugared restroom modernization Renoof (S1) \$ 11 29000 \$313,000 Incl. T-24 controls (dimming, daylighting) Planthing Fintures (Piping \$ 12 12 40000 \$340,000 Tax-off. T-24 with 1" polyice Covered Walk Structural Repair/Re-Roof \$ 20 6600 \$133,000 Faint-Restroom) Earter on 1" Casework (per classroom) \$ 7\$ 7\$ 7\$			Unit Cost	Qty	Cost	Notes
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	Interior Finishes - Painting	\$	2	29000	\$58,000	Incl. MPS stage refinishing
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Casework (per classroom) S 7[0,000 1 575,000 (Admin = 3x Classroom) Parking Expansion (3F) S 24 13000 S312,000 (Admin = 3x Classroom) Pre-K/K Courty and Play Vard S 24 9500 S266,000 Free-K/K Courty and Play Vard S 210 9500 S266,000 Free-K/K Courty and Play Vard S 125,000 1 S125,000 Site Utilities S 125,000 1 S125,000 Site Utilities S 450,000 1 S425,000 Writer, Sever, Goz Hithchery/Tool Service (new space) S 750 1300 S14,050,000 Restrooms Suite Service (new space) S 750 1300 S14,050,000 Restrooms Sind Linexes (Additions) Financiane Service (new space) S 750 1300 S14,050,000 Restrooms Sind Linexes (Service (new space) S 350 700 S245,000 Restrooms Sind Linexes (Service (new space) S 350 700 S245,000 Restrooms Sind Linexes (Service (new space) S 350 700 S4,015,000 Restrooms Sind Linexes (Service (new space) S 1550 7200 S4,015,000 Restrooms Sind Linexes (Service (new space) S 150 550 7200 S4,015,000 Restrooms Sind Linexes (Service (new space) S 15,000 S4,015,000 Restrooms S 5 650 1000 Restrooms S 5 650 1000 Sind Cassroom Suiding/Wirk (SF) S 3 4 37000 S4,015,000 Lasse (annual rate) S 4 450,000 1 S13,000 S4,015,000 Lasse (annual rate) S 4 50,000 1.25 Mobilization / Demokilization S 4 800,000 1 Subtotal S20,000 1.25 Mobilization / Demokilization S 4 800,000 1 South data (Sig) S1,043,700 Souther S 150,000 1 Construction Grant Soft Costs S22,0487,661 ABE (Sign(CA) 2.0% 551,915 Total Estimated Construction Cost S31,095,761 Construction Grant Soft Costs S24,07,661 ABE (Sign(CA) 2.0% 551,915 Contractor's Fee (SR) 2.0% 551,915 Contractor's Fee (SR) 2.0% 551,915 Construction Crant Soft Costs C331,095,761 Construction Crant Soft Costs C4, 33,00% 5932,733 Tests/unspection 2.0% 551,915 Contractor's Fee (SR) 2.0% 551,915	HVAC Replacement	\$	695,000	1	\$695,000	Switch to heat pumps
Parking Expansion (SF) S 24 13000 \$332,000 Driveway and 28 spaces (2010 FCA) L2A Sile Remu and specifically listed in FCA: Pre-k/Y Country of Play Yard S 28 9500 \$246,000 Reducedup asphalt into suitable play suff. Parking Expansion (SF) S 4 36000 \$1550,000 Water, Sower, Go: Landscape/Infigation Rehab (SF) S 2 220000 \$452,000 It is first, incl. interim elemob rehab Functional Spatial Increases (Additions) 51,670,000 It is first, incl. interim elemob rehab Functional Spatial Increases (Additions) S1,670,000 It is first, incl. interim elemob rehab Functional Spatial Increases (Additions) S1,670,000 Incl. percial conversion of Stoff Lourge Functional Spatial Increases (Additions) S1,670,000 Incl. percial conversion of Stoff Lourge Functional Spatial Increases (Additions) S1,670,000 Incl. percial conversion of Stoff Lourge Functional Spatial Increases (Additions) S1,60,000 Incl. percial conversion of Stoff Lourge Functional Spatial Increases (Incl. interim elemob rehab S1,60,000 It is stof CR, 2 K cleastreent, 2 K cleastreent, 2 K cleastreent, 2 K cleastree	Intercom/PA	\$	2	29000	\$58,000	
LEA Sine Remus not specifically listed in FCA: Pre-K/K Courtyard Play Yard S 26 9500 \$266,000 Reduvido asplub tints suitable play surf/ Parking to Re-Parks (SF) S 4 \$5000 1 \$525,000 Grind 8.2* overlay Hardscape POT Improvements S 125,000 1 \$525,000 Water, Sowen, Giz Landscape/Intigation Rehab (SF) S 2 226000 \$452,000 With Felr/Areak, incl. Interim demob rehab Functional Spatial Increases (Additions) S1,6570,000 Incl. parcial conversion of Sniff Lourge Functional Spatial Increases (Additions) S1,6570,000 Incl. parcial conversion of Sniff Lourge Nithchen/Yood Service (removated space) S 350 700 \$245,000 Restrooms S 450 4000 Restrooms Sniff Lourge Nime Space (15 months) S 450 4000 Power, water, zewer, comm/ciocl/hol/7A Pad Prep (Sf) S 4 37000 \$341,000 Power, water, zewer, comm/ciocl/hol/7A Valities / Infrastructure S 310,000 1 S164,02,000	Casework (per classroom)	5	75,000	1	575,000	(Admin = 3x Classroom)
Pre-K/K Courtyand Play Yard S 28 9500 \$246,000 Reduvelop asplink interstickele play suff. Parking Lot Re-Pave (SF) S 4 5000 \$54,000 Gim d. 27 evening Parking Lot Re-Pave (SF) S 4 5000 \$54,000 Gim d. 27 evening Parking Lot Re-Pave (SF) S 25,000 1 \$522,000 Water, Sawan, Gim Lindscop, Imigation Rehab (SF) S 2 226000 Water, Sawan, Gim Lindscop, Imigation Rehab (SF) S 2 226000 Water, Sawan, Gim Lindscop, Imigation Rehab (SF) S 750 1900 \$1,425,000 Incl. partial Increases (additions) Incl. partial Conversion of Staff Lourge Participal (Ford Service (resourced space) S 750 1900 \$2,425,000 Incl. partial conversion of Staff Lourge New Building: (detail next page) Staff, S7 Staff, S7 Staff, S7 Staff, S7 Staff, S7 Classroom Building/Wik (SF) S 450 0250 \$3,712,500 Incl. partial conversion of Staff Lourge Swing Space (15 months) S 450 0250 \$3,712,500 Inst	Parking Expansion (SF)	5	24	13000	\$312,000	Driveway and 28 spaces (2010 FCA)
Parting Lot Re-Pave (SF) S 4 16000 \$65,000 Grinf & 2" overlay Hardscape POT Improvements S 125,000 1 \$525,000 Writer, Sower, Go: Landscape/tirigation Rehab (SF) S 2 220000 \$452,000 Writer, Sower, Go: Functional Spatial Increases (Additions) 51,470,000 Writer, Sower, Go: Writer, Sower, Go: Functional Spatial Increases (Additions) 51,470,000 Incl. partial conversion of Staff Lourge Functional Spatial Increases (Additions) 51,425,000 Incl. partial conversion of Staff Lourge New Building: (datall mext page) \$10,337,500 Incl. partial conversion of Staff Lourge State Classrooms Girld: 1 Special Needs CR) \$450 4000 Restrooms \$1,600 \$2,500,500 [28 and CR is 2.8 classrooms, 2.8.8, Admin) Politifies / Infrastructure \$310,000 \$31,000 \$1,821,000 Villities / Infrastructure \$310,000 \$1,253,466 \$20,418,700 Villities / Infrastructure \$310,000 \$1,253,466 \$20,418,700 General Conditions \$450,000 \$1,253,466	LEA Site Items not specifically listed in FCA:					
Hardscape POT improvements \$ 125,000 1 5122,000 1 5450,000 1 5450,000 1 5450,000 1 5450,000 1 5450,000 1 5450,000 1 1 5450,000 1 1	Pre-K/X Courtyard Play Yard	\$	20	9500	\$266,000	Redevelop asphalt into suitable play surf/struc
Site Utilities 5 450,000 1 \$450,000 Worker, Sewer, Goz Functional Spatial Increases (Additions) 5 2 220000 \$452,000 Nut/fels/tread, incl. interim demah releab Functional Spatial Increases (Additions) 5 750 1900 \$1,425,000 Incl. partial conversion of Sniff Lourge Functional Spatial Increases (Additions) 5 750 1900 \$245,000 Incl. partial conversion of Sniff Lourge Functional Spatial Increases (Additions) 5 750 1900 \$245,000 Incl. partial conversion of Sniff Lourge Functional Spatial Increases (Additions) 5 510,537,500 Scin,537,500 Incl. partial conversion of Sniff Lourge Functional Spatial Increases 5 659 1000 Scin,537,500 Incl. partial conversion of Sniff Lourge Classrooms (Incl. 1 Special Weeds CR) 5 450 4000 Restrooms Incl. partial conversion of Sniff Lourge Swing Space (ISF) 5 5 5 1000 Scin,537,500 Incl. partial conversion of Sniff Lourge Swing Space (ISF) 5 4 37000 \$1,481,000 Power, water, sever, connucleochiel/Addition (Sniff) Incl. partial conversion of Sniff Lourge Portable Buildings 5 4 37000 \$1,642,500	Parking Lot Re-Pave (SF)	- \$	4	16000	\$64,000	Grind & 2" overlay
Landscape/Inigation Rehab (SF) S 2 226000 \$452,000 Hill field/track, incl. interim demobrahab Functional Spatial Increases (Additions) 51,670,000 Hill field/track, incl. interim demobrahab Functional Spatial Increases (Additions) 51,670,000 Interim demobrahab Nithchen/Food Service (nervorated space) 5 750 1900 \$245,000 Nithchen/Food Service (nervorated space) 5 350 700 \$245,000 New Building/RR/S (SF) 5 550 500 \$2,810,000 Classrooms (incl. 1 Special Heeds CR) 5 450 4000 Swing Space (15 months) 5 450 6250 \$3,712,500 Swing Space (15 months) 5 4 37000 \$148,840 CR x, 2 K classrooms, 2 RR, Admin) Pad Prep (Sf) S 4 37000 \$148,840 CR x, 2 K classrooms, 2 RR, Admin) Path Rep (Sf) S 4 37000 \$148,000 Lasse (annual rate) S 3 \$20,000 1 Swing Space (annual rate) S 450,000 1 <t< td=""><td>Hardscape POT Improvements</td><td>\$</td><td>125,000</td><td>1</td><td>\$125,000</td><td></td></t<>	Hardscape POT Improvements	\$	125,000	1	\$125,000	
Functional Spatial Increases (additions) \$1,670,000 Kitchen/Tood Service (new space) \$750 1900 \$1,425,000 Kitchen/Tood Service (new space) \$350 700 \$245,000 Incl. partial increases (additions) \$350 700 \$245,000 Incl. partial increases (additions) \$350 700 \$245,000 Incl. partial increases (additions) \$350 700 \$245,000 Classroom Building/Ruis (SF) \$1000 \$2,810,000 \$2,810,000 Classrooms (incl. 1 Special Needs CR) \$450 4000 \$3,712,500 Swing Space (15 months) \$1,500,000 \$3,7100 \$4000 Swing Space (15 months) \$1,500,000 \$1,530,000 \$18 std CR x, 2 K classrooms, 2 RR, Admin) Pol Free (SF) \$450,000 \$1,530,000 \$1000 \$10000 Utilities / infrastructure \$310,000 \$1,530,000 \$125 \$10000 Portable Euklidings \$1,042,500 \$1 \$250,000 \$1 \$300,000 Containgers (2 60%) \$1,252,3753 \$24 month sto mid-point ot 6% per year \$2	Site Utilities		450,000	1	\$450,000	Water, Sewer, Gos
Stitchen/Tool Service (new space) S 750 1900 S1,425,000 Kitchen/Food Service (renovated space) S 350 700 S245,000 Incl. period conversion of Steff Lowrge New Buildings (detail next page) S10,537,500 S10,000 Classrooms (incl. 1 Special Weeds CR) S 450 4000 Restrooms (incl. 1 Special Weeds CR) S 450 4000 Gamma Steff Lowrge Swing Space (15 months) S 650 1000 Gamma State Subtotal Pad Prep (SF) S 4 37000 S148,000 Power, water, server, comm/clock/hel/PA Portable Buildings S10,000 S1,042,000 S1,042,000 Power, water, server, comm/clock/hel/PA Mobilization/Demobilization S 450,000 1 S1,042,000 Is Mobilization/Demobilization Subtotal S20,415,740 S20,415,740 Subtotal S20,415,740 S4 months to mid-point ot 6% per year Contingency (20%) S4,000,940 S20,415,740 Subtotal S22,626,627 24 months to mid-point ot 6% per year	Landscape/Irrigation Rehab (SF)	\$	2	226000	\$452,000	NW field/track, incl. interim demob rehab
Stitchen/Tool Service (new space) S 750 1900 S1,425,000 Kitchen/Food Service (renovated space) S 350 700 S245,000 Incl. period conversion of Steff Lowrge New Buildings (detail next page) S10,537,500 S10,000 Classrooms (incl. 1 Special Weeds CR) S 450 4000 Restrooms (incl. 1 Special Weeds CR) S 450 4000 Gamma Steff Lowrge Swing Space (15 months) S 650 1000 Gamma State Subtotal Pad Prep (SF) S 4 37000 S148,000 Power, water, server, comm/clock/hel/PA Portable Buildings S10,000 S1,042,000 S1,042,000 Power, water, server, comm/clock/hel/PA Mobilization/Demobilization S 450,000 1 S1,042,000 Is Mobilization/Demobilization Subtotal S20,415,740 S20,415,740 Subtotal S20,415,740 S4 months to mid-point ot 6% per year Contingency (20%) S4,000,940 S20,415,740 Subtotal S22,626,627 24 months to mid-point ot 6% per year					64 670 200	
Kitchen/Food Service (renovated space) S 350 700 \$245,000 Incl. partial conversion of Staff Lounge New Buildings (detail next page) 510,537,500 \$10,537,500 Incl. partial conversion of Staff Lounge Classroom Building/NR's (sF) 5 450 4000 \$2,810,000 Incl. partial conversion of Staff Lounge Restrooms 5 659 1000 \$3,712,500 Incl. partial conversion of Staff Lounge Swing Space (15 months) \$ 450 0250 \$3,712,500 Incl. partial conversion of Staff Lounge Swing Space (15 months) \$ 430,000 1 \$310,000 Power, water, sewer, comm/clock/buil/7A Portable Buildings \$ 450,000 1.25 Power, water, sewer, comm/clock/buil/7A Inclination/Oremobilization \$ 480,000 1 Staff Lounge Mobilization/Oremobilization \$ 480,000 1 15 Subtotal \$ \$ \$ \$ 24 months to mid-point ot 6% per year Contingency (20%) \$ \$ \$ \$ \$		*	750	1000		
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Classroom Building/RN's (SF) 5800 52,810,000 Classrooms {incl. 1 Special Needs CR) \$450 4800 Restrooms \$650 1000 Gym (SF) \$450 8250 53,712,500 Info Center/TK/K (SF) \$550 7300 \$4,015,000 Swing Space (15 months) \$1,500,500 (18 std (R's, 2K classrooms, 2 RR, Admin)) Pad Prop (SF) \$4 37000 \$148,000 Utilities / Infrastructure \$310,000 \$330,000 Powar, water, sewar, commyclock/hall/FA Portable Buildings \$1,642,500 15 month duration for 1-phase Mobilization/Demobilization \$245,237,51 24 months to mid-point at 6% per year Contingency (20%) \$4,003,740 \$28,459,667 Bonds & Insurance (2.5%) \$31,095,761 Construction Grant Soft Costs \$2,407,661 A&E (Bid/CA) 2.0% \$521,915 Contractor's Fee (6%) \$1,719,501 Construction Grant Soft Costs \$2,407,661 A&E (Bid/CA) 2.0% \$521,915 Cher 3.0% \$31,0958	transferred a great of the second stranged	*	220		*****	
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	Furniture/Fixtures/Equipment (5)	16]			\$1,554,788	
					-	



23 September 2021

05 Current Concept Estimate – Design Grant

LUSD Manzanita Public Charter

Design Grant Estimate

September 23, 2021

September 23, 2021

		Cost	Notes
Total Estimated Construction Cost		\$31,100,000	See Construction Grant Estimate (rounded)
A&E Design Fees	8.0%	\$2,488,000	Bidding/Constr. Admin in Constuction Grant
Geotech/Strutural/Utility Investigations	1.0%	\$311,000	
CEQA	0.5%	\$155,500	
Preconstruction (CM)	0.5%	\$155,500	
DSA	LS	\$238,500	Per online DSA Plan Review Fee Calculator
Legal	LS	\$50,000	Estimate provided by G&T
Total Esimated Design Grant Costs		\$3,398,500	

05 Current Concept Estimate – Design and Construction Grant Estimates & Match Summary

LUSD Manzanita Public Charter

Design and Construction Grant Estimates & Match Apportionments

	Cost	Notes
Total Esimated Design Grant Costs	\$3,398,500	
20% LEA Match Funding:	\$679,700	From State CSFP Preliminary Apportionment
80% Program Funding:	\$2,718,800	
Total Estimated Construction Grant Costs	\$35,138,210	
20% LEA Match Funding:	\$7,027,642	From State CSFP Final Apportionment+LEA
80% Program Funding:	\$28,110,568	
Total Grant (Design + Construction)	\$38,536,710	
20% LEA Match Funding:	\$7,707,342	
80% Program Funding:	\$30,829,368	



05 Current Concept Estimate - New Building Detail

LUSD Manzanita Public Charter

Option 1B (selected) - Modernize Existing in One Phase Construction Grant Conceptual Cost Estimate - New Building Detail

	L	Init Cost	Qty	Cost	Notes	
New Buildings - Detail				\$10,537,500		
6-Classroom Building/RR's (SF)			5800	\$2,810,000		
Classrooms (incl. 1 Special Needs CR)	\$	450	4800			
Site/Pad	\$	15				
Foundation	\$	40				
Structure	\$	70				
Envelope	\$	90				
Interiors/Finishes	\$	75				
M/E/P Systems	5	150				
Other	\$	10				
Restrooms	\$	650	1000			
Site/Pad	\$	15				
Foundation	\$	40				
Structure	\$	70				
Envelope	\$	90				
Interiors/Finishes	\$	125				
M/E/P Systems	\$	300				
Other	5	10				
Gym (SF)	\$	450	8250	\$3,712,500		
Site/Pad	\$	20				
Foundation	5	60				
Structure	s	100				
Envelope	\$	80				
Interiors/Finishes	\$	60				
M/E/P Systems	\$	120				
Other	\$	10				
info Center (Library/Media/etc)(SF)	\$	550	7300	\$4,015,000		
Site/Pad	\$	15				
Foundation	\$	40				
Structure	\$	70				
Envelope	\$	90				
Interiors/Finishes	\$	125				
M/E/P Systems	\$	200				
Other	5	10				

September 23, 2021

05a Future Cost Estimates

During the design grant phase, a third-party cost estimator that specializes in public-works project estimating will be engaged to provide project estimates at the 30%, 60% and 90% completion stages.



23 September 2021

06 Cost and Construction Standard Comparison

Modernization

Modernization of the existing buildings and the related replacement of expired systems is consistent with LUSD's Measure N Bond Program that took place in 2003 – 2005, which included site infrastructure upgrades, technology upgrades, restroom remodeling including accessible standards. Interior finish upgrades were intended to be implemented in that effort, but insufficient funds postponed those improvements. Manzanita (formerly Los Padres Elementary) was excluded from the Measure N Bond Program due to the fact that VSFB was demolishing the surrounding off-base housing and this campus was temporarily closed. MPCS began charter school operations in 2008, but the majority of the bond funding had been exhausted by that time. This project proposes to include the upgrades to MPCS that were implemented at all other LUSD campuses under Measure N.

The estimated cost of modernization (buildings) at \$190/s.f. is aligned with costs we have seen on other projects such as the Carpinteria High School Modernization of Buildings B, C, D, F, and G, which comprised of work of similar scope, including new doors/hardware, restroom remodels, new floor and ceiling finishes, new HVAC systems, and new power/data cabling. Project was completed in August 2020 with a final cost of \$136/s.f. over a project area of 47,400 s.f. The MPCS modernization costs of \$264/s.f. (\$174/s.f. + markups) is justified due to the additional comparative scope of window replacements and re-roofing.

Kitchen Expansion

MPCS's program requirement for on-site cooking requires a larger kitchen than other LUSD campuses but is in line with kitchen expansions we have recently seen at other elementary campuses, especially with the renewed focus on fresh-prepared meals. Our recent similar project at Rio Lindo Elementary in Oxnard, CA involved a similar program to demolish the undersized kitchen and then reconstruct and expand that 1190 s.f. kitchen area by 1200 s.f. to accommodate new cold/dry/freezer storage and receiving areas. Work was completed in June 2020.

Cost for that portion of the project was approximately \$2.2m, which is comparable to \$2.5m estimate for the MPCS Kitchen Expansion (\$1.67m + markups).

Classroom Building

The classroom building proposed for MPCS is similar in nature to the existing campus and throughout the District. Classrooms are state-standard sized, with restroom facilities sized to match. KBZ is completing a series of new classroom buildings for Santa Barbara Unified School District, and their new classroom building at Monroe Elementary is about to begin construction with a cost of \$621/s.f., which is proximate to the MPCS cost figure of \$736/s.f. considering additional costs for restrooms and ATFP upgrades to the doors and windows.

Gym Building

The proposed Gymnasium building is similar in nature to the Gymnasium/Event Center recently built at Akers School at Lemoore Naval Air Station under the PSMI program, although somewhat smaller in size (Akers at 14,200 s.f. vs. MPCS at 8,250 s.f.). Both projects contain the same primary program elements: main gymnasium/exercise area, small raised stage, and music classroom. The Akers project cost figures were \$494/s.f., which is similar to the proposed MPCS building at \$450/s.f.

Info Center/TK/K Building

This building is relatively unique due to the relatively recent move away from traditional "libraries" with a shift toward technology and flexible learning spaces. However, the Kindergarten and Transitional



Kindergarten classrooms are more traditional learning spaces found throughout the District and region – main teaching spaces of approximately 1200 s.f. with internal restrooms to facilitate observation and minimize classroom disruption, as well as internal workrooms.

A recent project for Santa Barbara Unified – the Visual Arts and Design Academy (VADA) is similar in function to the proposed MPCS Info Center Building, with flexible learning spaces and technology-driven environment. This project is currently in the bid phase, with projected costs currently at \$1,062/s.f., however, this project's sitework costs of \$498,000 are relatively inflated due to the unique nature of the site and existing conditions. The MPCS's estimated cost at \$836/s.f. (\$550/s.f. + markups) are consistent when factoring in these differences.



23 September 2021

07 List of Permits Required

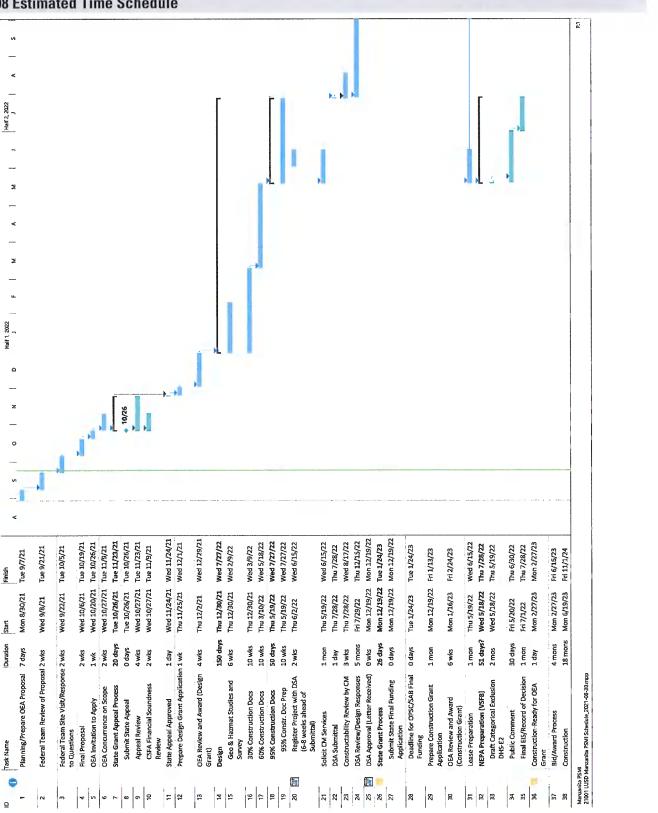
The proposed project will require the following permits:

- National Environmental Policy Act (NEPA) by installation (VSFB)
- California Environmental Quality Act (CEQA) by LEA (LUSD)
- California Division of the State Architect (DSA) for interim housing
- California Division of the State Architect (DSA) for main project
- California State Water Resources Control Board storm water permit
- County of Santa Barbara Environmental Health Services (EHS) for kitchen expansion



23 September 2021

08 Estimated Time Schedule



KRUGER BENSEN AFFMER ARCHITECTS, INC. 30 W. ARRELLAGA STREET, SANTA BARBARA, CA 93101 PHONE 805.963.1726 WWW.KBZARCH.COM



PSMI Grant Proposal 23 September 2021

08 Estimated Time Schedule

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23 September 2021

08 Estimated Time Schedule

			Start		
	Planning/Prepare OEA Proposal	7 days	Mon 8/30/21	Tue 9/7/21	
2	Federal Team Review of Proposal 2 wks	2 wks	Wed 9/8/21	Tue 9/21/21	
m	Federal Team Site Visit/Response 2 wks to Questions	e 2 wks	Wed 9/22/21	Tue 10/5/21	
4	Final Proposal	2 wics	Wed 10/6/21	Tue 10/19/21	
5	OEA Invitation to Apply	1 wk	Wed 10/20/21		
9	OEA Concurrence on Scope	2 wks	Wed 10/27/21		
7	State Grant Appeal Process	20 days	Tue 10/26/21	Tue 11/23/21	
8	Submit State Appeal	0 days	Tue 10/26/21	Tue 10/26/21	
6	Appeal Review	4 wks	Wed 10/27/21	[Tue 11/23/21	
10	CSFA Financial Soundness	2 wks	Wed 10/27/21	L Tue 11/9/21	
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: 12	Prepare Design Grant Application 1 wk	, 1 wk	Thu 11/25/21		
ň	OEA Review and Award (Design Grant)	4 wks	Thu 12/2/21	Wed 12/29/21	
14	Design	150 days	Thu 12/30/21	Wed 7/27/22	
5	Geo & Hazmat Studies and	6 wks			
	30% Construction Docs	10 wks	Thu 12/30/21	Wed 3/9/22	
17	60% Construction Docs	10 wks	Thu 3/10/22	i.	
18	95% Construction Docs	50 days	Thu 5/19/22	Wed 7/27/22	
19	95% Constr. Doc Prep	10 wks	Thu 5/19/22	Wed 7/27/22	
20	Register Project with DSA (6-8 weeks ahead of Submitral)	2 wks	Thu 6/2/22	Wed 6/15/22	
	Solicit CM Services	1 mon	Thu 5/19/22	Wed 6/15/22	
	DSA Submittal	1 day	Thu 7/28/22	Thu 7/28/22	
53	Constructability Review by CM	3 wks	Thu 7/28/22	Wed 8/17/22	
	DSA Review/Design Responses	5 mons	Fri 7/29/22		
25	DSA Approval (Letter Received)	0 wks	Mon 12/19/22		
26	State Grant Process	26 days	Mon 12/19/22		
27	Submit State Final Funding Application	0 days	Mon 12/19/22		
28	Deadline for OPSC/SAB Final Funding	0 days	Tue 1/24/23	Tue 1/24/23	
29	Prepare Construction Grant Application	1 mon	Mon 12/19/22		
30	OEA Review and Award (Construction Grant)	6 wks	Mon 1/16/23		
31	Lease Preparation	1 mon		-	
32	NEPA Preparation (VSFB)	51 days?			
	Draft Categorical Exclusion DHS-E2	2 mos	Wed 5/18/22	1/61/S nul	
34	Public Comment	30 days	Fri 5/20/22	Thu 6/30/22	
	Final EIS/Record of Decision	1 mon	Fri 7/1/22		
36	Construction-Ready for OEA	1 day	Mon 2/27/23	Mon 2/27/23	
37	Bid/Award Process	4 mons	Mon 2/27/23		
38	Construction	18 mons	Mon 6/19/23	Fri 11/1/24	



PSMI Grant Proposal 23 September 2021

09 Statement of Support from Installation

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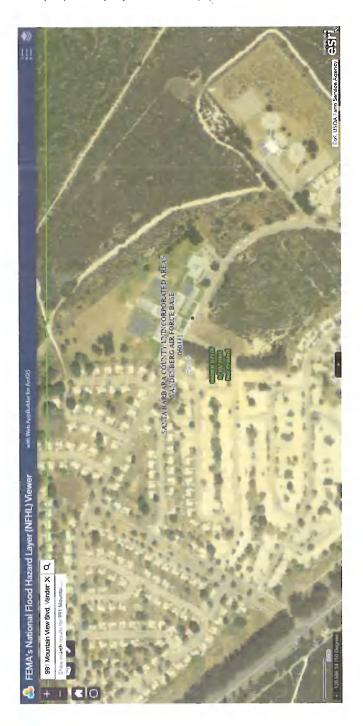


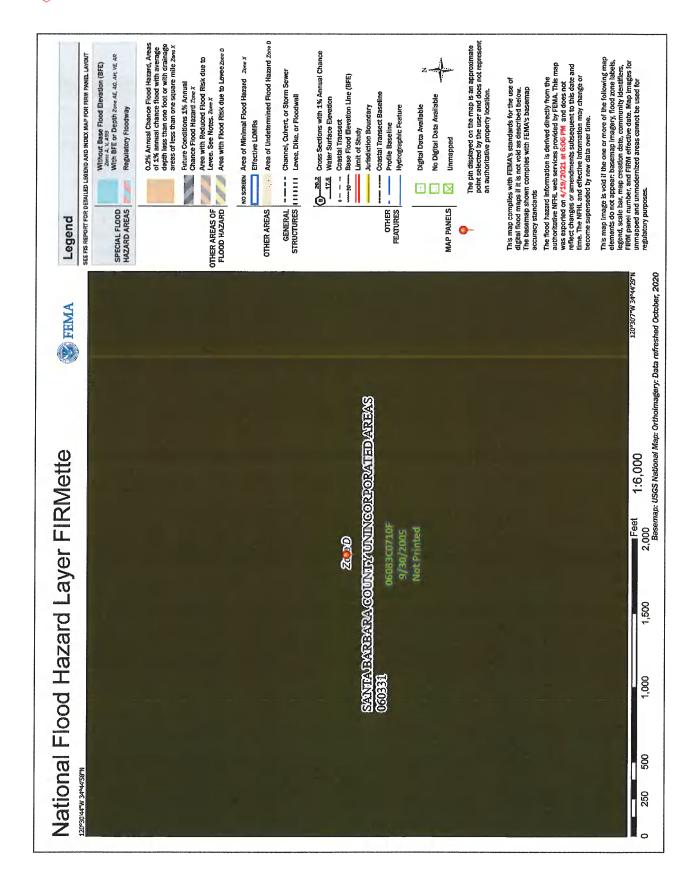
23 September 2021

10 Statement of Non-Flood Hazard Location

Review of online FEMA resources (National Flood Hazard Viewer and available FIRM/FIRMETTE panels) indicate that the project site is not within a FEMA identified special Flood Hazard Area.

The district has no records or history of flooding or other drainage issues at this school site. The nearest waterway is San Antonio Creek running east-west, approximately 2 miles to the north of the project site, The proposed project will comply with current Stormwater Prevention best management practices.







23 September 2021

11 Letter from LEA Regarding Matching Funds

On February 21, 2018, the Office of Public School Construction (OPSC) informed Manzanita Public Charter School (MPCS) that the State Allocation Board (SAB) approved its application for a Charter School Facilities Program (CSFP) Preliminary apportionment for the LEA's charter school rehabilitation project (application # 54/69229-00-002) at the January 24, 2018, SAB board meeting. A preliminary charter school apportionment is a reservation of CSFP bond authority for a construction project as well as a limited distribution of funds for project design and approvals.

Lompoc Unified School District (LUSD) has executed a Memorandum of Understanding with Manzanita Public Charter School such that eligibility for the State's Proposition 51 funding will be transferred, after State Allocation Board approval, from MPCS to LUSD to facilitate this project through the PSMI program.

BACKGROUND ON THE PROPOSITION 51 CHARTER SCHOOL FACILITIES GRANT

In 2002, Assembly Bill 14 created the CSFP. Through the passage of the Kindergarten-University Public Education Facilities Bond Acts of 2002 (Proposition 47), 2004 (Proposition 55) and 2006 (Proposition 1D), \$900 million has been made available for the new construction of charter school facilities or the rehabilitation of existing school district facilities for charter school use. Proposition 51 made an additional \$500 million available for the CSFP. This program allows charter schools that provide site-based instruction to access State facility funding directly or through the school district where the project will be physically located.

The CSFP permits a charter school to apply for a Preliminary Charter School Apportionment for new construction projects and rehabilitation of existing district-owned facilities that are at least 15 years old. To qualify for funding, a charter school must be deemed financially sound by CSFA

PLANS FOR EXPANDING THE SOURCE OF MATCHING FUNDS

Between May and October of 2020, Manzanita Public Charter School, Lompoc Unified School District, the Department of Defense, and the Office of Public School Construction worked collaboratively to review Manzanita's Prop 51 allocation to determine if the allocation could be expanded to address the 20% match for the PSMI award. During this review period, it has been determined that Manzanita Public Charter School may apply to the State Allocation Board for an increase in CSFP Prop 51 funds that would provide most of the 20% match for the PSMI Facilities Project.

The expansion of the Prop 51 Charter School Facilities Grant from its original \$735,694 award to an estimated \$6,389,229 award is based on the school site being eligible for modernization of all buildings on the site, using 2020 pupil grant amounts. State funding for CSFP is allocated based on student population, with the funding per pupil known as the "pupil grant amount." The state funds available would be \$6,389,229 minus the \$73,559 preliminary apportionment already released to the MPCS and used for small projects and design fees.

Estimated Prop 51 State Grant: \$6,389,229 - \$73,569 = \$6,315,660

In order to finalize the expansion of the Prop 51 Charter School Facilities Grant from \$735,694 to \$6,389,229, the following steps must occur:

- 1. Manzanita Public Charter School must present the formal request to increase their current funding approval to the State Allocation Board (SAB) as an appeal by January 24, 2022. MPCS must also file a one-year conversion extension appeal by this date. The Office of Public School Construction (OPSC) is working in partnership with the charter school (MPCS) and the charter school authorizer and PSMI grant recipient (LUSD) on this request process.
- 2. The California School Finance Authority will conduct a financial soundness review and determination as a component of the SAB appeal.



- 3. Approval of the appeal would also allow for an increase in design funding from the Prop 51 grant match to \$565,353. This would represent an advanced drawdown of total funding, not additional funding. These funds would be used toward the design grant match. As shown is Section 5, the Design Grant match is estimated at \$679,700, leaving a balance of approximately \$114,000 to be funded by LUSD.
- 4. The timeline to obtain approval of the construction plans from the Division of the State Architect and the California Department of Education and submit their documents to OPSC for processing the final funding application is 1/24/2023.
- 5. The Charter School Facilities Program requires a match; the Federal PSMI funds are considered an eligible source.
- 6. There are no project savings in the CSFP program, so this project must have expenditures of at least \$12,778,457 related to the CSFP-eligible scope of work (modernization) to qualify for the full state grant. The current project cost estimate for modernization-related work, including swing space, is approximately \$14,000,000, so that requirement should be satisfied.

BOND MEASURE HISTORY

LUSD has placed four bond measures on the ballot since 2000:

- Bond Measure N passed in 2002 for \$38,000,000 with construction through 2014.
- Bond Measure L failed in 2016, sought \$65,000,000
- Bond Measure Q failed in June 2018, sought \$79,000,000
- Bond Measure E failed in November 2018, sought \$79,000,000

The LUSD Board is currently studying whether to bring a new General Obligation bond measure to either of the two 2022 elections, and if so, what the amount of that bond proposal should seek.

Respectfully, Douglas Sorum Assistant Superintendent of Business Services Lompoc Unified School District



23 September 2021

12 Environmental Information

The design team will support the installation's (VSFB's) efforts to conduct the environmental review required by the National Environmental Policy Act (NEPA). Support includes provision of site statistics, options evaluated, etc.

We anticipate that the NEPA process will begin during the design-grant process, after the buildings and site have completed schematic design and can thus be evaluated for potential impacts. This timing also allows for inclusion of mitigation measures into the project, should any be required.

The California Environmental Quality Act (CEQA) review process conducted by LUSD is anticipated to run concurrently with the installation's NEPA review. Information is anticipated to be shared between the respective responsible parties, as there are many commonalities.

At this time there are no known environmental or cultural resources at the project site to which the proposed project might cause significant impacts.



23 September 2021

13 LEA Financial Information

The following pages contain financial data from LUSD's four prior fiscal years; the most recent has not yet been audited.

- Fiscal Year 2019-2020
- Fiscal Year 2018-2019
- Fiscal Year 2017-2018
- Fiscal Year 2016-2017

LOCAL PERFORMANCE INDICATORS

MANZANITA PUBLIC CHARTER SCHOOL OCTOBER 15, 2021

112

LOCAL INDICATORS ARE FOR LOCAL CONTROL FUNDING FORMULA (LCFF) PRIORITIES WHERE DATA IS NOT COLLECTED AT THE STATE LEVEL, AN LEA WILL MEASURE AND REPORT ITS PROGRESS THROUGH THE DASHBOARD BASED ON LOCALLY COLLECTED DATA

- LOCAL. INDICATORS ARE A PART OF THE SEAMLESS ACCOUNTABILITY SYSTEM THAT:
- 1. REFLECTS THE EMPHASIS ON "LOCAL CONTROL"
- 2. ENABLES LEA'S TO MEASURE ITS PROGRESS USING LOCAL DATA AND PROVIDES VALUABLE INFORMATION NECESSARY FOR STAKEHOLDERS TO ENGAGE IN MEANINGFUL ENGAGEMENT WITH A HOLISTIC UNDERSTANDING OF LOCAL SUCCESSES AND CHALLENGES.
- 3. INFORMS THE LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP) PLANNING PROCESS

PRIORITY 1: APPROPRIATELY ASSIGNED TEACHERS, ACCESS TO CURRICULUM-ALIGNED INSTRUCTIONAL MATERIALS, AND SAFE, CLEAN AND FUNCTIONIAL SCHOOL COMMUNITIES

- Number /percentage of mis-assignments of teachers of English Learners, total teacher mis-assignments, and vacant teacher positions: 0%
- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home: 0%
- Number of identified instances where facilities do not meet the "good repair' standard (including deficiencies and extreme deficiencies). 0%
- The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC)

PRIORITY 2A

Self reflection Tool for Implementation of State Academic Standards (Priority 2) Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or Curriculum frameworks identified below.

Content Area	1	2	3	4	5
ELA-Common Core State Standards for ELA					Х
English Language Development(Aligned to ELA Standards					Х
Math-Common Core State Standards for Math					Х
Next Generation Science Standards			Х		
History-Social Science			Х		

PRIORITY 20: Self reflection Tool for Implementation of State Academic Standards (Priority 2) Rate the LEA's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Content Area	1	2	3	4	5
History/Social Science			Х		
ELA-Common Core State Standards for ELA					Х
English Language Development (aligned to ELA)					Х
Math-Common Core State Standards for Math					Х
Next Generation Science Standards				Х	

PRIORITY 2C: Self reflection Tool for Implementation of State Academic Standards (Priority 2) Rate the LEA's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below. (e.g. collaborative time, focused classroom walkthroughs, teacher pairing)

Content Area	1	2	3	4	5
History/Social Science			Х		
ELA-Common Core State Standards for ELA					Х
English Language Development (aligned to ELA)					Х
Math-Common Core State Standards for Math					Х
Next Generation Science Standards				Х	

PRIORITY 2D: Self reflection Tool for Implementation of State Academic Standards (Priority 2)

Rate the LEA's progress in implementing each of the following academic standards adopted by the State Board of Education for all students

Content Area	1	2	3	4	5
History/Social Science			Х		
ELA-Common Core State Standards for ELA					Х
English Language Development (aligned to ELA)					Х
Math-Common Core State Standards for Math					Х
Next Generation Science Standards				Х	

PRIORITY 2E: Self reflection Tool for Implementation of State Academic Standards (Priority 2) Rate the LEA's success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year)

ACTIVITY	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole					Х
Identifying the professional learning needs of individual teachers				Х	
Providing support for teachers on the standards they have not mastered					Х

PRIORITY 3A: FAMILY ENGAGEMENT-BUILDING RELATIONSHIPS

Rate Briefly describe the LEA's current strengths and progress in this area, and identify aa focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

ACTIVITY	1	2	3	4	5
Rate the progress in developing the capacity of the staff (ie. Administrators, teachers, and classified staff) to building trusting and respectful relationships with families.					Х
Rate the progress in developing multiple opportunities for the LEA and school site to engage in two way communication between families and educators using the language that is understandable and accessibile to families.					Х
Rate the progress in creating a welcoming environment for all families in the community.					Х
Rate the progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.		1	20 X		

PRIORITY 3B: BUILDING PARTNERSHIPS FOR STUDENT OUTCOMES

Briefly describe the LEA's current strengths and progress in this area, and identify aa focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

ACTIVITY	1	2	3	4	5
Rate the progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.			Χ		
Rate the progress in providing families with information and resources to support student learning and development in the homes.					Х
Rate the progress in Implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.					X
Rate the progress in supporting families to understand and exercise their legal rights and		1:	21		

PRIORITY 3C: SEEKING INPUT FOR DECISION MAKING

Briefly describe the LEA's current strengths and progress in this area, and identify aa focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

ACTIVITY	1	2	3	4	5
Rate the progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision making. Rate the progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision making					Χ
			Х		
Rate the progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.			Х		Х
Rate the progress in providing opportunities to have families, teachers, principals, and district		12	22		

PRIORITY 6:

SCHOOL CLIMATE

- **DIRECTIONS FOR COMPLETION:**
- Include a narrative summary of the local administration and analysis of a local climate survey that captures a valid measure of student perceptions of school safety and connectedness in at least one grade within the grade span (e.g. K-5, 6-8; 9-12).

NO MORE THAN 3000 CHARACTERS

- 1. DATA: Reflect on the key learnings from the survey results and share what the LEA learned.
- 2. MEANING: What do the disaggregated results (if applicable) of the survey and other data collection methods reveal about the LEA, such as areas of strength or growth, challenges and barriers?
- 3. USE: What revisions, decisions, or actions has, or will, the LEA implement in response to the results for continuous improvement purposes? Why? If you have aleady implemented actions, did you see the results you were seeking?



ACCESS TO BROAD COURSE OF STUDY (PRIORITY 7)

- Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served.
- 2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across the LEA and student groups in access to, and enrollment in, a broad course of study. The LEA may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study.
- 3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students.
- 4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to aa broad course of study?

ESSER III Expenditure Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Manzanita Public Charter School	Suzanne Nicastro Superintendent/Principal	suzanne.nicastro@manzanitacharterschool.com 805-734-5600

School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students' academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. An LEA may also use its ESSER III funds in other ways, as detailed in the Fiscal Requirements section of the Instructions. In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA's Plan to support students.

For more information please see the Instructions.

Other LEA Plans Referenced in this Plan

Plan Title	Where the Plan May Be Accessed
ELO	www.manzanitacharterschool.com
LCAP	www.manzanitacharterschool.com

Summary of Planned ESSER III Expenditures

Below is a summary of the ESSER III funds received by the LEA and how the LEA intends to expend these funds in support of students.

Total ESSER III funds received by the LEA

\$681,333

Plan Section	Total Planned ESSER III
Strategies for Continuous and Safe In-Person Learning	222,000
Addressing Lost Instructional Time (a minimum of 20 percent of the LEAs ESSER III funds)	215,875
Use of Any Remaining Funds	243,458

Total ESSER III funds included in this plan

\$681,822

Community Engagement

An LEA's decisions about how to use its ESSER III funds will directly impact the students, families, and the local community. The following is a description of how the LEA meaningfully consulted with its community members in determining the prevention and mitigation strategies, strategies to address the academic impact of lost instructional time, and any other strategies or activities to be implemented by the LEA. In developing the plan, the LEA has flexibility to include input received from community members during the development of other LEA Plans, such as the LCAP, provided that the input is relevant to the development of the LEA's ESSER III Expenditure Plan.

For specific requirements, including a list of the community members that an LEA is required to consult with, please see the Community Engagement section of the Instructions.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

the Charter LEA utilized community input gathered during in the development of the 2021-22 LCAP and the ELO in conjunction with additional input sought for the ESSER III plan to achieve meaningful consultation. The LEA's process to consult with groups includes consultation through meetings with a variety of committees/stakeholder groups, as well as, Local Surveys for Parents/Guardians, Staff (Classified and Certificated), and scholars. A variety of modes are used to provide notification of opportunities including email, mail, phone calls, and Parent Square.

STUDENTS

Students 3-6 participate in a survey monkey each year to provide input, concerns and recommendations on the school's programs and services.

FAMILIES

Manzanita seeks to engage all families in meaningful consultation. For families that speak a language other than English, translation is provided as need for meetings, engagement opportunities, notifications, agendas and the local survey.

PARENT/GUARDIAN LOCAL SURVEY

Parents/Guardians participate in an online survey 2x each year in which they voice their opinions or concerns and make recommendations on the LEA's programs and services. Translated surveys are available for families who speak a language other than English. Devices are available at each site for parents to take the survey or paper copies are available if needed. Parents/families received ESSER III Funds background information and appropriate uses. They were asked to provide guidance on how the district should prioritize the use of these funds through a survey provided digitally through Parent Square.

TEACHERS, OTHER EDUCATORS, SCHOOL STAFF

Teachers, other educators, and support staff participate in an online Local Survey annually to provide input and make recommendations. Meetings are scheduled to provide information and gather additional perspectives and insights. Manzanita Staff (Teachers, Other Educators, School Staff), received ESSER III Funds background information and appropriate uses. They were asked to provide guidance on how the LEA should prioritize the use of these funds through professional development meetings held after school.

LEA LEADERSHIP

The Charter LEA Leadership includes the Manzanita Governance Board; Superintendent/Principal; Fiscal Director; SPED Director and Assistant Principal who meet regularly throughout the school year. At these meetings, the Admin. Team conducts analysis of the LEA's student achievement data, school climate data and data showing the students' social emotional needs. They analyze the strengths and areas of need, consider the perspectives and insights of each of the required community groups, and the students (students who are low-income, English Learners, students of color, foster youth, homeless, students with disabilities, and migratory students) as they strategically plan for student success.

Members of the LEA Administrative Team participate in the annual Local Survey giving input and making recommendations on the programs, services and actions of the school. They also received ESSER III Funds background information and appropriate uses. They were asked to provide guidance on how the district should prioritize the use of these funds through both surveys and discussion meetings. The Team met to analyze the data, priorities, and actions needed in the ESSER III Plan.

A description of how the development of the plan was influenced by community input.

Community input shared through the stakeholder engagement process including LCAP, ELO, and ESSER continue to have 3 consistent themes: (1) Student Learning Loss, (2) Safety for In-Person Learning, and (3) Social-Emotional concerns resulting from COVID19 pandemic. All three of these clear priorities are addressed within the ESSER III Plan.

FAMILIES/FAMILIES THAT SPEAK A LANGUAGE OTHER THAN ENGLISH

Families' identified the following priorities for ESSER III Plan (with 1 being the highest priority): 1-Supporting social emotional learning, counseling, mental heath and wellness resources for students and staff; 2-Implementing Key components of effective instruction in Reading, Language Arts, and Math 3-Providing additional learning opportunities during the school year

TEACHERS AND OTHER EDUCATORS

Teachers and Other Educators identified the following priorities for ESSER III Plan (with 1 being the highest priority): 1-Supporting social emotional learning, counseling, mental heath and wellness resources for students and staff 2-Delivering classroom interventions and individualized supports

Teachers had 2 priorities tie for their third priority.

3-Implementing Key components of effective instruction in Reading, Language Arts, and Math 3-Providing additional learning opportunities during the school year

SCHOOL STAFF

School Staff identified the following priorities for ESSER III Plan (with 1 being the highest priority): 1-Consistent safety measure practiced on site each day 2-Supporting social emotional learning, counseling, mental heath and wellness resources for students and staff 3-Providing additional learning opportunities during the school year

DISTRICT ADMINISTRATORS, SPECIAL EDUCATION ADMINISTRATOR, PRINCIPALS/SCHOOL LEADERS

Administrators identified the following priorities for ESSER III Plan (with 1 being the highest priority):

1-Supporting social emotional learning, counseling, mental heath and wellness resources for students and staff 2-Delivering classroom interventions and individualized supports

3-Implementing Key components of effective instruction in Reading, Language Arts, and Math

4-Making facility improvements and upgrades to ensure a healthy campus 5-Developing Family Engagement options

STUDENTS

Student surveys indicated the ongoing need for actions addressing the social, emotional and mental heath needs of students

Students indicate the need for time - time in class, time with their teacher, time with other students Student feedback also includes the need for engaging and interesting instructional opportunities and additional help

CONTINUOUS SAFE IN-PERSON LEARNING

Making facility improvements and upgrades

A sample of comments:

- Improving the cleaning process (classified)
- More sanitizing areas (parent)
- High levels of filtration and improved air quality (parent)
- Safety and sanitation (parent)
- Safety of students and staff is a priority (parent)
- Universal masking (parent)
- . Increased outdoor learning (teachers/parents)

RESULTING IN: INCREASING OUTDOOR LEARNING OPPORTUNITIES

ADDRESSING THE IMPACT OF LOST INSTRUCTIONAL TIME

Implementing Key components of effective instruction in Reading, Language Arts, and Math Providing additional learning opportunities during the school year

Delivering classroom interventions and individualized supports

A sample of comments:

- Temporary instructional aid positions or extended hours to help with small group instruction with math similar to reading. (teacher)
- · Hire more Instructional aides for small group (teacher)
- Offer more outdoor and enrichment learning (teachers/parents)
- More access to on site counseling services (parent/teacher)
- More support staff (teacher)
- I think additional support staff/instructional aides allows for more one on one support and small groups (teacher)
- Priority should be getting kids caught up (administration)
- After school support (Parent)

RESULTING IN: WINTIME Professional Planning Preservice Days Temporary Additional Instructional Aides Hours

ANY REMAINING FUNDS

Supporting scholars and staff. with high level academic enrichment was the number 1 priority overall, as well as, for each of the Stakeholder groups. Understanding that these needs must be addressed in order to successfully address the impact of lost instructional time, the District

is committed to meeting those needs.

RESULTING IN: OUTDOOR Education Teacher STEM Teacher

Actions and Expenditures to Address Student Needs

The following is the LEA's plan for using its ESSER III funds to meet students' academic, social, emotional, and mental health needs, as well as how the LEA will address the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. In developing the plan, the LEA has the flexibility to include actions described in existing plans, including the LCAP and/or Expanded Learning Opportunity (ELO) Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan. For specific requirements, please refer to the Actions and Expenditures to Address Student Needs section of the Instructions.

Strategies for Continuous and Safe In-Person Learning

A description of how the LEA will use funds to continuously and safely operate schools for in-person learning in a way that reduces or prevents the spread of the COVID-19 virus.

Total ESSER III funds being used to implement strategies for continuous and safe in-person learning

220,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
N/A	Part time administrators and teaching instructor	Additional support for ongoing in person learning to handle discipline and administrative duties to keep campus safe and operational	100,000
LCAP	Transportation - Additional bus added to contracted fleet	Increase one bus to keep students in home-school transporation socially distant	89,000

Plan Alignment (if applicable)	Action Title		Planned ESSER III Funded Expenditures
ELO	Upkeep and costs of classroom safety	Ensure ongoing social distancing in classrooms and public areas	3,000
ELO	Campus Sanitiation	Additional days and hours to ensure campus is sanitized	30,000

Addressing the Impact of Lost Instructional Time

A description of how the LEA will use funds to address the academic impact of lost instructional time.

Total ESSER III funds being used to address the academic impact of lost instructional time

136266				
Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures	
N/A	Extended Learning Day	Small group interventions after school for 1 hr with educators	62,006	
LCAP	Professional Counseling	Address Covid-19 related social emotional trauma/needs	74,358	
LCAP	Assessment and instructional tools	Collection of data and utilization of tools to address loss of learning	79,707	

Use of Any Remaining Funds

A description of the how the LEA will use any remaining ESSER III funds, as applicable.

Total ESSER III funds being used to implement additional actions

243458

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
ELO	Essential Elective Learning Programs	STEM to maintain/enhance ELA, Science, Technology and Math state standars - 1 full time TOSA	100,000
ELO	Essential Elective Learning Programs	Outdoor Education program to offer a learning opportunity outdoors in nature and align with science/environmental instruction	115,000
ELO	Supplies for Essential Elective Learning	Purchase of equipment and supplies to implement these learning opportunities	28,458

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic. The following is the LEA's plan for ensuring that the actions and expenditures in the plan are addressing the identified academic, social, emotional, and mental health needs of its students, and particularly those students most impacted by the COVID–19 pandemic.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
Ensure continuous school safety is implemented and maintained (Add'I bus, cleaning service, additional admin and support staff)	Administration is directly involved with any social distancing challenges on home - school transporation and corrective action will be taken immediately. Campus safety and cleaniness is checked daily. Discipline actions with part time TOSA, Assistant Prinicipal, Part time administrator and Superindentent will ensure campus is running smoothly daily.	Daily
Ensure Loss of Learning needs are met (extended learing, instructional platforms and assessment tools, on site professional counseling	Teaching staff will meet weekly with administration in grade level PLC's regarding students that require additional focus on learning goals with the results of assessment tools and group collaboration. Attendance for the additional hour per day will be taken. Professional counseling will meet with instructional staff and administration to report	Daily, weekly

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
	progress in the area of social emotional well being.	
Ensure Additional Programs for intervention are successful (STEM, Outdoor Education)	The additional educational programs in the ESSER III Plan complement existing intervention programs. Improved testing scores will be available to review. Student engagement in these programs are showing extremely high interest which will increase the overall educational experience of all scholars.	Daily, weekly, monthly, annually

ESSER III Expenditure Plan Instructions

Introduction

School districts, county offices of education (COEs), or charter schools, collectively known as local educational agencies (LEAs), that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan (ARP) Act, referred to as ESSER III funds, are required to develop a plan for how they will use ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before October 29, 2021 and must be submitted for review and approval within five days of adoption. A school district must submit its ESSER III Expenditure Plan to its COE for review and approval; a COE must submit its plan to the California Department of Education for review and approval. A charter school must submit its plan to its chartering authority for review and to the COE of the county in which the charter school operates for review and approval.

In addition, consistent with the requirements of the ARP, Volume 86, *Federal Register*, page 21201, April 22, 2021, the ESSER III Expenditure Plan must be:

- Written in an understandable and uniform format;
- Written in a language that parents can understand, to the extent practicable;
 - If it is not practicable to provide written translations to a parent with limited English proficiency, the plan must be orally translated for parents
- Provided in an alternative format to a parent who is an individual with a disability as defined by the Americans with Disabilities Act, upon request; and
- Be made publicly available on the LEA's website.

For additional information regarding ESSER III funding please see the ARP Act Funding web page at <u>https://www.cde.ca.gov/fg/cr/arpact.asp</u>.

For technical assistance related to the completion of the ESSER III Expenditure Plan, please contact EDReliefFunds@cde.ca.gov.

Fiscal Requirements

- The LEA must use at least 20 percent (20%) of its ESSER III apportionment for expenditures related to addressing the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
 - For purposes of this requirement, "evidence-based interventions" include practices or programs that have **evidence** to show that they are effective at producing results and improving outcomes when implemented. This kind of evidence has generally been produced through formal studies and research. There are four tiers, or levels, of evidence:

- **Tier 1 Strong Evidence**: the effectiveness of the practices or programs is supported by one or more well-designed and wellimplemented randomized control experimental studies.
- Tier 2 Moderate Evidence: the effectiveness of the practices or programs is supported by one or more well-designed and wellimplemented quasi-experimental studies.
- **Tier 3 Promising Evidence**: the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented correlational studies (with statistical controls for selection bias).
- Tier 4 Demonstrates a Rationale: practices that have a well-defined logic model or theory of action, are supported by research, and have some effort underway by a State Educational Agency, LEA, or outside research organization to determine their effectiveness.
- For additional information please see the Evidence-Based Interventions Under the ESSA web page at https://www.cde.ca.gov/re/es/evidence.asp.
- The LEA must use the remaining ESSER III funds consistent with section 2001(e)(2) of the ARP Act, including for:
 - Any activity authorized by the Elementary and Secondary Education Act (ESEA) of 1965;
 - Any activity authorized by the Individuals with Disabilities Education Act (IDEA);
 - Any activity authorized by the Adult Education and Family Literacy Act;
 - Any activity authorized by the Carl D. Perkins Career and Technical Education Act of 2006;
 - Coordination of preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to COVID-19;
 - Activities to address the unique needs of low-income students, students with disabilities, English learners, racial and ethnic minorities, homeless students, and foster youth, including how outreach and service delivery will meet the needs of each population;
 - Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs;
 - o Training and professional development for staff of the LEA on sanitation and minimizing the spread of infectious diseases;
 - Purchasing supplies to sanitize and clean the facilities of an LEA, including buildings operated by such agency;
 - Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under IDEA, and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements;
 - Purchasing education technology (including hardware, software, and connectivity) for students who are served by the LEA that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment;
 - Providing mental health services and supports, including through the implementation of evidence-based full-service community schools;
 - Planning and implementing activities related to summer learning and supplemental after school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of underserved students;

- Addressing learning loss among students, including underserved students, by:
 - Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic
 progress and assist educators in meeting students' academic needs, including through differentiated instruction,
 - Implementing evidence-based activities to meet the comprehensive needs of students,
 - Providing information and assistance to parents and families of how they can effectively support students, including in a
 distance learning environment, and
 - Tracking student attendance and improving student engagement in distance education;

Note: A definition of "underserved students" is provided in the Community Engagement section of the instructions.

- School facility repairs and improvements to enable operation of schools to reduce risks of virus transmission and exposure to environmental health hazards, and to support student health needs;
- Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and nonmechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door replacement;
- Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff;
- Other activities that are necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff of the LEA.

Other LEA Plans Referenced in this Plan

In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP) and/or the Expanded Learning Opportunities (ELO) Grant Plan, provided that the input and/or actions address the requirements of the ESSER III Expenditure Plan.

An LEA that chooses to utilize community input and/or actions from other planning documents must provide the name of the plan(s) referenced by the LEA and a description of where the plan(s) may be accessed by the public (such as a link to a web page or the street address of where the plan(s) are available) in the table. The LEA may add or delete rows from the table as necessary.

An LEA that chooses not to utilize community input and/or actions from other planning documents may provide a response of "Not Applicable" in the table.

Summary of Expenditures

The Summary of Expenditures table provides an overview of the ESSER III funding received by the LEA and how the LEA plans to use its ESSER III funds to support the strategies and interventions being implemented by the LEA.

Instructions

For the 'Total ESSER III funds received by the LEA,' provide the total amount of ESSER III funds received by the LEA.

In the Total Planned ESSER III Expenditures column of the table, provide the amount of ESSER III funds being used to implement the actions identified in the applicable plan sections.

For the 'Total ESSER III funds included in this plan,' provide the total amount of ESSER III funds being used to implement actions in the plan.

Community Engagement

Purpose and Requirements

An LEA's decisions about how to use its ESSER III funds will directly impact the students, families, and the local community, and thus the LEA's plan must be tailored to the specific needs faced by students and schools. These community members will have significant insight into what prevention and mitigation strategies should be pursued to keep students and staff safe, as well as how the various COVID–19 prevention and mitigation strategies impact teaching, learning, and day-to-day school experiences.

An LEA must engage in meaningful consultation with the following community members, as applicable to the LEA:

- Students;
- Families, including families that speak languages other than English;
- School and district administrators, including special education administrators;
- Teachers, principals, school leaders, other educators, school staff, and local bargaining units, as applicable.

"Meaningful consultation" with the community includes considering the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic. Comprehensive strategic planning will utilize these perspectives and insights to determine the most effective strategies and interventions to address these needs through the programs and services the LEA implements with its ESSER III funds.

Additionally, an LEA must engage in meaningful consultation with the following groups to the extent that they are present or served in the LEA:

- Tribes;
- Civil rights organizations, including disability rights organizations (e.g. the American Association of People with Disabilities, the American Civil Liberties Union, National Association for the Advancement of Colored People, etc.); and
- Individuals or advocates representing the interests of children with disabilities, English learners, homeless students, foster youth, migratory students, children who are incarcerated, and other underserved students.
 - For purposes of this requirement "underserved students" include:
 - Students who are low-income;

- Students who are English learners;
- Students of color;
- Students who are foster youth;
- Homeless students;
- Students with disabilities; and
- Migratory students.

LEAs are also encouraged to engage with community partners, expanded learning providers, and other community organizations in developing the plan.

Information and resources that support effective community engagement may be found under *Resources* on the following web page of the CDE's website: <u>https://www.cde.ca.gov/re/lc</u>.

Instructions

In responding to the following prompts, the LEA may reference or include input provided by community members during the development of existing plans, including the LCAP and/or the ELO Grant Plan, to the extent that the input is applicable to the requirements of the ESSER III Expenditure Plan. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

A sufficient response to this prompt will describe how the LEA sought to meaningfully consult with its required community members in the development of the plan, how the LEA promoted the opportunities for community engagement, and the opportunities that the LEA provided for input from the public at large into the development of the plan.

As noted above, a description of "meaningful consultation" with the community will include an explanation of how the LEA has considered the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic.

A description of the how the development of the plan was influenced by community input.

A sufficient response to this prompt will provide clear, specific information about how input from community members and the public at large was considered in the development of the LEA's plan for its use of ESSER III funds. This response must describe aspects of the ESSER III Expenditure Plan that were influenced by or developed in response to input from community members.

- For the purposes of this prompt, "aspects" may include:
 - Prevention and mitigation strategies to continuously and safely operate schools for in-person learning;

- Strategies to address the academic impact of lost instructional time through implementation of evidence-based interventions (e.g. summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs);
- Any other strategies or activities implemented with the LEA's ESSER III fund apportionment consistent with section 2001(e)(2) of the ARP Act; and
- Progress monitoring to ensure interventions address the academic, social, emotional, and mental health needs for all students, especially those students disproportionately impacted by COVID-19

For additional information and guidance, please see the U.S. Department of Education's Roadmap to Reopening Safely and Meeting All Students' Needs Document, available here: <u>https://www2.ed.gov/documents/coronavirus/reopening-2.pdf</u>.

Planned Actions and Expenditures

Purpose and Requirements

As noted in the Introduction, an LEA receiving ESSER III funds is required to develop a plan to use its ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

Instructions

An LEA has the flexibility to include actions described in existing plans, including the LCAP and/or ELO Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan. When including action(s) from other plans, the LEA must describe how the action(s) included in the ESSER III Expenditure Plan supplement the work described in the plan being referenced. The LEA must specify the amount of ESSER III funds that it intends to use to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. Descriptions of actions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

Strategies for Continuous and Safe In-Person Learning

Provide the total amount of funds being used to implement actions related to Continuous and Safe In-Person Learning, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds for prevention and mitigation strategies that are, to the greatest extent practicable, in line with the most recent CDC guidance, in order to continuously and safely operate schools for in-person learning.

 Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Addressing the Impact of Lost Instructional Time

As a reminder, the LEA must use not less than 20 percent of its ESSER III funds to address the academic impact of lost instructional time. Provide the total amount of funds being used to implement actions related to addressing the impact of lost instructional time, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Use of Any Remaining Funds

After completing the Strategies for Continuous and Safe In-Person Learning and the Addressing the Impact of Lost Instructional Time portions of the plan, the LEA may use any remaining ESSER III funds to implement additional actions to address students' academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. LEAs choosing to use ESSER III funds in this manner must provide the total amount of funds being used to implement actions with any remaining ESSER III funds, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of any additional action(s) the LEA will implement to address students' academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. If an LEA has allocated its entire apportionment of ESSER III funds to strategies for continuous and safe in-person learning and/or to addressing the impact of lost instructional time, the LEA may indicate that it is not implementing additional actions.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. If the LEA it is not implementing additional actions the LEA must indicate "\$0".

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic, including students from low-income families, students of color, English learners, children with disabilities, students experiencing homelessness, children in foster care, and migratory students.

The LEA may group actions together based on how the LEA plans to monitor the actions' progress. For example, if an LEA plans to monitor the progress of two actions in the same way and with the same frequency, the LEA may list both actions within the same row of the table. Each action included in the ESSER III Expenditure Plan must be addressed within the table, either individually or as part of a group of actions.

Complete the table as follows:

- Provide the action title(s) of the actions being measured.
- Provide a description of how the LEA will monitor progress of the action(s) to ensure that they are addressing the needs of students.
- Specify how frequently progress will be monitored (e.g. daily, weekly, monthly, every 6 weeks, etc.).

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