

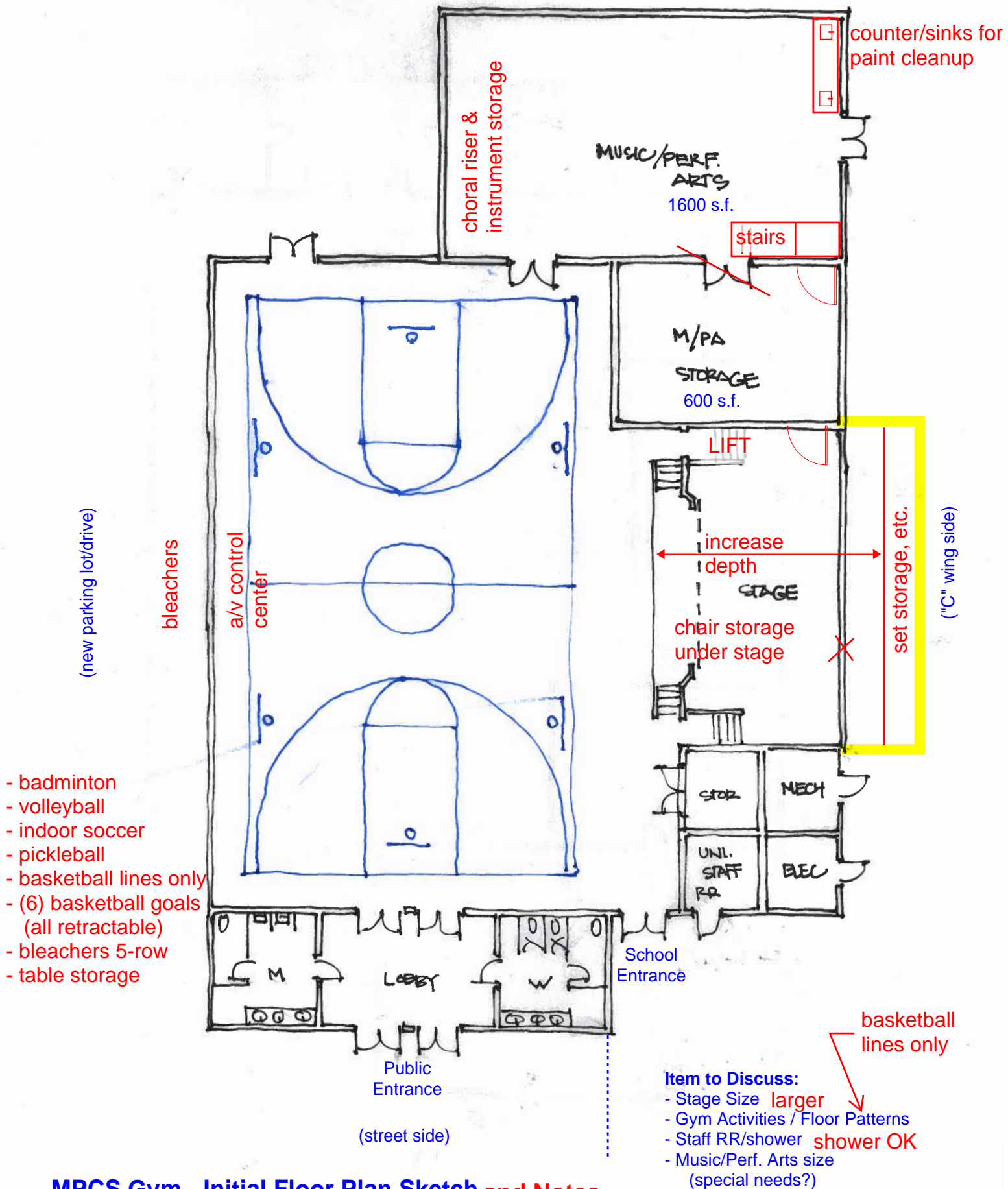


991 Mountain View Blvd,
 Vandenberg AFB, CA 93437
 (805) 734-5600 ~ FAX (805) 734-3572
www.manzanitacharterschool.com
 ~ A Gold Ribbon School ~

SUPERINTENDENT'S ENROLLMENT REPORT

DATE OF MEETING: WEDNESDAY, JUNE 15, 2022

	August	September	October	November	December	January	February	March	April	May	June
Transitional Kinder	13	13	13			13	12	12	12	12	12
Kinder	54	56	56			52	53	53	52	51	50
First	72	73	71			70	70	69	69	68	68
Second	52	52	52			48	50	50	49	48	47
Third	70	71	70			69	70	69	68	66	66
Fourth	67	65	64			63	64	64	63	63	63
Fifth	58	57	57			56	57	57	56	56	56
Sixth	60	58	58			59	59	59	59	57	57
TOTAL	446	445	441			430	435	433	428	421	419



MPCS Gym - Initial Floor Plan Sketch and Notes

27 May 2022

scale: 1/16" = 1'-0"

Manzanita Governance Board

Unadopted Minutes

MAY 18, 2022

Regular Board Meeting

Governance Board Members

Chairman	Arleen Pelster
Vice Chairman	Krishna Flores
Secretary	Eli Villanueva
Treasurer	Monique Mangino
Member	Eric Wilhelm
Member	Harvey Green

The regular board meeting of the Governance Board of Manzanita Public Charter School will be held at Manzanita Public Charter School Staff Lounge, 991 Mountain View Blvd, VAFB, CA on May 18, 2022 at 4:00 pm and will also be held via teleconference pursuant to Executive Orders N-25-20 and N-29-20.

Members of the public who wish to access this Board meeting via Zoom may do so by clicking the direct link: <https://us02web.zoom.us/j/6825676592>

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: 4:03 PM

Pledge of Allegiance

Establish Quorum

4/6 (Eric Wilhelm and Harvey Green – Absent)

Opening Comments/Introductions/Welcome Guests

1. Kimberly Ostos

Manzanita Public Charter School 3rd Grade Teacher

C) Communications

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) Reports

1. Superintendent/Principal's Report

- a. Enrollment Report (~~Attachment A~~)
- b. Prop 51 PSMI Update (Attachment B)
- c. SBAC Testing
- d. Open House

D) Consent Agenda Items

Motion: Monique Mangino Second: Eli Villanueva Vote: 4/4 (Wilhelm & Green Absent)

1. Approval of Meeting Minutes for the Regular Board Meeting on April 13, 2022. (Attachment C)
2. Approval of Check Detail, Deposit Detail and Unpaid Bills. (Attachment D) (Nancy Dow)

E) Items Scheduled for Action/Consideration

1. Discussion and Approval of Updated Classified Job Descriptions. (Attachment E)
(Suzanne Nicastro)

Motion: Eli Villanueva Second: Krishna Flores Vote: 4/4 (Wilhelm & Green Absent)

2. Discussion and Approval of the Student Transportation of America (STA) Contract for 2022-2023. (Attachment F) (Suzanne Nicastro) **Approved with the additional wording "in addition to addressing rising fuel cost we encourage STA to strive to increase compensation for drivers in recognition in recent inflation and rising living cost".**

Motion: Eli Villanueva Second: Monique Mangino Vote: 4/4 (Wilhelm & Green Absent)

3. Discussion and Approval of One-Time Off Schedule Salary Bonus for 2021-2022 for All Classified and Certificated Staff. (Attachment G) (Suzanne Nicastro) **Approved a 1.5% one-time salary bonus for entire staff.**

Motion: Eli Villanueva Second: Krishna Flores Vote: 4/4 (Wilhelm & Green Absent)

F) Items Scheduled for Information and Discussion

1. Discussion of Actions and Goals of the Local Control and Accountability Plan (LCAP) for 2022-2025. (Attachment H) (Suzanne Nicastro)
2. Discussion of the Local Education Agency (LEA) Budget for 2022-2023. (Attachment I) (Suzanne Nicastro) (Nancy Dow) (Handout #1)

G) Future Agenda Items

1. Single School Plan
2. Employee Handbook
3. Change Future Board Meeting Time

H) Next Meeting

The next scheduled meeting of the Governance Board will be held on Wednesday, June 15, 2022 at 4:00 PM changed to 3:00 PM in the Manzanita Public Charter School Staff Lounge.

I) Adjournment

Time: 5:54 PM

Manzanita Charter School
Check/Voucher Register - Check Register Board
From 5/1/2022 Through 5/31/2022

Attachment D

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
736	Office Depot	5/2/2022	202.42
737	Houghton Mifflin ...	5/2/2022	4,702.48
738	STA West Region	5/2/2022	780.00
739	NCS Pearson, Inc.	5/2/2022	55.00
740	Follett Content S...	5/2/2022	323.25
741	LCA Bank Corp	5/26/2022	529.06
742	Lanspeed	5/26/2022	2,577.00
743	Innovative Schoo...	5/26/2022	700.00
744	Advanced Compu...	5/26/2022	900.00
745	SISC III	5/27/2022	25,711.00
746	Lompoc Valley Me...	5/26/2022	330.00
747	School Spirit Store	5/26/2022	1,159.00
748	Fagen Friedman & ...	5/26/2022	102.00
749	VSP	5/27/2022	413.72
750	SBCEO	5/27/2022	52.00
751	Scholastic	5/27/2022	242.44
752	STA West Region	5/27/2022	195.00
753	Jostens	5/27/2022	1,607.54
755	Office Depot	5/30/2022	1,620.35
99151537	Amazon.com	5/25/2022	443.41
EFT890	Aramark	5/2/2022	69.60
EFT897	Aramark	5/26/2022	61.00
EFT902	MarBorg Industries	5/26/2022	1,391.50
eft908	Ferguson Facilitie...	5/27/2022	2,742.46
eft910	Frontier Communi...	5/27/2022	48.03
Report Total			<u>46,958.26</u>

Manzanita Charter School
Deposits
9110 - Cash in Bank

<u>Documen...</u>	<u>Deposit Number</u>	<u>Document Number</u>	<u>Customer ID</u>	<u>Tran... Source</u>	<u>Cleared Status</u>	<u>Cleared Date</u>	<u>Document Amount</u>	<u>Document Description</u>
5/4/2022		234		CR	OS		33,642.20	Cash Reciepts Charter May 2022 PR April
5/4/2022		235	manzanita	CR	OS		160.00	Cash Reciepts Charter May 2022 Field Trips
5/31/2022		232	manzanita	CR	OS		32,637.47	Cash Receipts Charter May 2022
5/31/2022		233	manzanita	CR	OS		1,775.00	Cash Reciepts Charter May 2022 EOY Trips
					Total 9110 - Cash in Bank		68,214.67	
Report Total							68,214.67	

Manzanita Charter School
Aged Payables by Invoice Date - AP Aging Board Report
Aging Date - 5/31/2022
From 7/1/2021 Through 5/31/2022

Vendor Name	Due Date	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
ACECO Equipment Rentals	1/6/2022	0.00	0.00	0.00	596.75	596.75
Total ACECO Equipment Rentals		0.00	0.00	0.00	596.75	596.75
Amazon.com	4/10/2022	0.00	0.00	171.18	0.00	171.18
	4/11/2022	0.00	0.00	149.96	0.00	149.96
	4/14/2022	0.00	0.00	85.11	0.00	85.11
	6/5/2022	0.01	0.00	0.00	0.00	0.01
Total Amazon.com		0.01	0.00	406.25	0.00	406.26
Aramark	12/25/2021	0.00	0.00	0.00	(83.73)	(83.73)
Total Aramark		0.00	0.00	0.00	(83.73)	(83.73)
Big Green Cleaning Company	3/31/2022	0.00	0.00	0.00	2,483.00	2,483.00
	5/1/2022	0.00	2,483.00	0.00	0.00	2,483.00
	5/30/2022	0.00	(577.00)	0.00	0.00	(577.00)
	5/31/2022	2,483.00	0.00	0.00	0.00	2,483.00
	6/3/2022	550.00	0.00	0.00	0.00	550.00
Total Big Green Cleaning Company		3,033.00	1,906.00	0.00	2,483.00	7,422.00
ComCast Business	3/31/2022	0.00	0.00	0.00	376.26	376.26
	3/3/2022	0.00	0.00	0.00	1,881.36	1,881.36
		0.00	0.00	0.00	(13,961.00)	(13,961.00)
Total ComCast Business		0.00	0.00	0.00	(11,703.58)	(11,703.58)
Earthsafe	8/11/2021	0.00	0.00	0.00	102.20	102.20
Total Earthsafe		0.00	0.00	0.00	102.20	102.20
Office Depot	11/18/2021	0.00	0.00	0.00	91.11	91.11
	11/19/2021	0.00	0.00	0.00	41.19	41.19
	11/20/2021	0.00	0.00	0.00	41.82	41.82
Total Office Depot		0.00	0.00	0.00	174.12	174.12
Valley Roll- Off Service	5/1/2022	0.00	540.50	0.00	0.00	540.50
Total Valley Roll- Off Service		0.00	540.50	0.00	0.00	540.50
Visa 1313	9/30/2021	0.00	0.00	0.00	1,964.01	1,964.01
	4/20/2022	0.00	0.00	552.44	0.00	552.44
Total Visa 1313		0.00	0.00	552.44	1,964.01	2,516.45
Visa 4121	12/28/2021	0.00	0.00	0.00	(0.09)	(0.09)
	1/27/2022	0.00	0.00	0.00	0.09	0.09
	4/22/2022	0.00	0.00	430.93	0.00	430.93
Total Visa 4121		0.00	0.00	430.93	0.00	430.93
Visa 7179	4/20/2022	0.00	0.00	731.49	0.00	731.49

Manzanita Charter School
Aged Payables by Invoice Date - AP Aging Board Report
Aging Date - 5/31/2022
From 7/1/2021 Through 5/31/2022

Vendor Name	Due Date	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Total Visa 7179		0.00	0.00	731.49	0.00	731.49
YM&C	3/6/2022	0.00	0.00	0.00	767.00	767.00
	3/24/2022	0.00	0.00	0.00	(2,383.10)	(2,383.10)
Total YM&C		0.00	0.00	0.00	(1,616.10)	(1,616.10)
Report Total		3,033.01	2,446.50	2,121.11	(8,083.33)	(482.71)



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Consent Board Agenda Item Attachment E

Item Title: Employee handbook revisions

Background:

Manzanita's employee handbook was sent to the LEA's legal firm, Young, Minney & Corr for legal revisions and updates reflective of the rapidly evolving workplace laws in California. Annual reviews of employee handbooks, conducted by counsel, are recommended best practice for Charter Schools.

Topics included in this year's annual review included the following changes:

- adjustments to sick leave and paid time off policies (
- Evolving family and medical leave policies
- Wage and hour changes which include policies requiring bi-monthly pay periods and daily recording of hours
- Expanded Ed Code disability benefits for part time certificated and classified employees

Recommendation: Approval

Fiscal impact: Unknown

Resource Person: Suzanne Nicastro



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EMPLOYEE HANDBOOK



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ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO HUMAN RESOURCES.

EMPLOYEE NAME: _____

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures.

I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I also understand that if I am ever unclear on any language, or policies and procedures in this Handbook, it is my responsibility to seek clarification from the School.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School's policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School.

I understand that other than the Board of the School, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board has the authority to make any such agreement and then only in writing signed by the Board President.

Employee's Signature: _____ Date: _____

**Please sign date, tear out, and return to Human Resources
and retain this Handbook for your reference.**

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Table of Contents

INTRODUCTION TO HANDBOOK	1
CONDITIONS OF EMPLOYMENT.....	2
Equal Employment Opportunity Is Our Policy.....	2
Employment At-Will	3
Child Abuse and Neglect Reporting	3
Professional Boundaries: Staff/Student Interaction Policy.....	4
Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation	7
Workplace Violence	10
Whistleblower Policy.....	10
Drug and Alcohol Free Workplace.....	11
Consensual Relationships	11
Confidential Information	11
Conflict of Interest	11
Smoking	12
THE WORKPLACE	13
Certification and Licensure of Instructional Staff	13
Work Schedule	13
Mandatory Training, Meetings, Student Assessment.....	13
Meal and Rest Periods	13
Lactation Accommodation	14
Attendance and Tardiness	14
Time Sheets/Records	15
Use of Email, Voicemail and Internet Access	16
Soliciting/Conducting Personal Business While on Duty	16
Personal Business	16
Social Media	17
Personal Appearance/Standards of Dress	17
Participation in Recreational or Social Activities.....	17
Health and Safety Policy.....	17
School Property Inspections	18
Criminal Background Checks.....	18
Tuberculosis Testing.....	18
COVID-19 Testing	19
Immigration Compliance	19
Security Protocols	20
Occupational Safety	20
Accident/Incident Reporting	20
Reporting Fires and Emergencies	20
EMPLOYEE WAGES AND HEALTH BENEFITS	22
Payroll Withholdings	22

Overtime Pay	22
Pay Days	23
Expense Reimbursements	23
Wage Attachments and Garnishments	23
Health Insurance	24
COBRA Benefits	24
PERSONNEL EVALUATION AND RECORD KEEPING	26
Employee Reviews and Evaluations	26
Personnel Files and Record Keeping Protocols	26
HOLIDAYS, VACATIONS AND LEAVES	28
Holidays	28
Unpaid Leave of Absence	28
Sick Leave	28
Extended Illness Leave	30
Family Care and Medical Leave	31
Pregnancy Disability Leave	36
Parental Leave	39
Industrial Injury Leave (Workers' Compensation)	39
Military and Military Spousal Leave of Absence	40
Funeral/Bereavement Leave	41
Jury Duty or Witness Leave	42
Voting Time Off	42
School Appearance and Activities Leave	42
Bone Marrow and Organ Donor Leave	42
Victims of Abuse Leave	43
Returning From Leave of Absence	44
DISCIPLINE AND TERMINATION OF EMPLOYMENT	45
Rules of Conduct	45
Off-Duty Conduct	46
Termination of Employment	47
References	47
INTERNAL COMPLAINT REVIEW	48
AMENDMENT TO EMPLOYEE HANDBOOK	50
APPENDIX A	51
HARASSMENT COMPLAINT FORM	51
APPENDIX B	53
INTERNAL COMPLAINT FORM	53

APPENDIX C	54
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INTRODUCTION TO HANDBOOK

This Handbook is designed to help employees get acquainted with Manzanita Public Charter School (hereinafter referred to as “MPCS” or the “School”). It explains some of our philosophies and beliefs, and describes some of our employment guidelines in general terms. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at the School. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the School or its employees. In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Due to the fact that the School is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time [without advance notice](#). MPCS also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

No individual other than the Board of Directors has the authority to enter into any employment or other agreement that modifies School policy. Any such modification *must* be in writing.

This Handbook is the property of the School, and it is intended for personal use and reference by employees of the School. Circulation of this Handbook outside of the School requires the prior written approval of the Executive Director.

Employees must sign the acknowledgment form [at the beginning](#) of this Handbook, [tear it out](#), and return it to the Executive Director. This will provide the School with a record that each employee has received this Handbook.

CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

MPCS is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex);
- Religious creed (including religious dress and grooming practices;
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Commented [HD2]: The updates to this policy were primarily related to revisions/additions to the categories of protected classes under federal/state law. The most recent additions were the amendment to CA law which expanded the definition of race as a protected class to include certain traits related to hair texture/style, as well as sex and sex stereotype, as outlined here.

Deleted: Creed;

Deleted: and

Deleted: Religion

Deleted: status;

Deleted: R

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. MPCs will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. MPCs will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

Deleted: then

Deleted: his or her

Employment At-Will

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered “at-will” employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have “cause” to terminate an employee or otherwise restrict the School’s right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School’s right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School’s policy regarding “at-will” employment.

Deleted:

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices, shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

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.

MPCS will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an

incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.

By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

Professional Boundaries: Staff/Student Interaction Policy

MPCS recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;

Commented [HD3]: Please note that Education Code § 44050 requires that employee code of conduct policies governing employee-student relationships be posted on the School's website and distributed to parents annually.

2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

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Deleted: speak to this staff member if the violation appears minor, or ...

Deleted: If the observed behavior appears significant, it is the duty of every staff member to immediately report it to an administrator.

Commented [HD4]: This language was revised to make staff reporting obligations clearer and less subject to individual employee discretion.

Unacceptable Staff/Student Behaviors (Violations of this Policy)

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Intentionally being alone with a student away from the school.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit.
- (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

These behaviors should only be exercised when a staff member has parent and supervisor permission.

- (a) Giving students a ride to/from school or school activities.
- (b) Being alone in a room with a student at school with the door closed.
- (c) Allowing students in your home.

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Cautionary Staff/Student Behaviors

These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence.

- (a) Remarks about the physical attributes or development of anyone.
- (b) Excessive attention toward a particular student.
- (c) Sending emails, text messages or letters to students if the content is not about school activities

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Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.

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- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the Executive Director about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

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Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

MPCS is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. MPCS's policy prohibits unlawful harassment, discrimination, and retaliation based upon race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); religious creed (including religious dress and grooming practices); marital/ registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

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Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

MPCS does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third parties (including independent contractors or other person with which the School does business). Supervisors and

managers are to report any complaints of unlawful harassment, discrimination, or retaliation to the Executive Director or designee.

When MPCS receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Executive Director) or the Executive Director or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. MPCS is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

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Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

MPCS is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her or against another individual.

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within six (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and

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Commented [HD6]: Please note that a new law effective January 1, 2019, required nearly all California employers to provide sexual harassment prevention training to all employees, not just supervisory employees by January 1, 2020. The law was amended again to extend the deadline, requiring all employers with at least 5 employees to provide one hour of sexual harassment prevention training to nonsupervisory employees and two hours of such training to supervisors, beginning January 1, 2021.

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epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

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Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Executive Director. See Appendix A for the "Harassment/Discrimination/Retaliation Complaint Form." See Appendix B for the general "Internal Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults and
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
 - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work.
 - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
 - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a

professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate MPCS policy.

Complainants and witnesses under these policies will be protected from further harassment and will not be retaliated against in any aspect of their employment due to their participation, filing of a complaint, or reporting harassment.

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MPCS will investigate complaints promptly and provide a written report of the investigation and decision as soon as practicable. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation. MPCS is committed to remediating any instances where investigation findings demonstrate unlawful harassment has occurred.

Workplace Violence

MPCS takes the safety and security of its employees seriously. MPCS does not tolerate acts or threats of physical violence, including but not limited to intimidation, harassment and/or coercion, that involve or affect the School or that occur, or are likely to occur, on School property.

Employees must report any act or threat of violence immediately to the Executive Director or Executive Director.

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Whistleblower Policy

MPCS requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred.

However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

Drug and Alcohol Free Workplace

MPCS is committed to providing a drug and alcohol-free workplace and to promoting safety in the workplace, employee health and well-being, stakeholder confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace or during performance of job duties is extremely harmful to employees and to other MPCS stakeholders.

The bringing to the workplace, possession or use of intoxicating beverages or drugs on any School premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination.

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Consensual Relationships

Consensual relationships in the workplace are discouraged. Consensual relationships between supervisors and employees and between staff and parents or students are potentially exploitative and must be avoided. They raise serious concerns about the validity of the consent, conflicts of interest, and unfair treatment of others. Moreover, consensual relationships in the workplace can lead to problems with morale, decreased productivity and increased liability. The School has a strong policy against sexual harassment and is concerned that consensual relationships might potentially violate the policy. The School aims to prevent sexual harassment from occurring in the workplace. To help prevent sexual harassment, employees who enter into consensual relationships should notify administration regarding the relationship, as well as review the sexual harassment policy. Moreover, employees are expected to abide by the sexual harassment policy, behave professionally at work, and not let the relationship affect their work or the workplace.

Employees involved in consensual relationships in the School's workplace are prohibited from evaluating the work performance of others with whom they have a relationship, or from making hiring, salary or similar decisions which may impact some persons.

Violations of the School's Consensual Relationship Policy may result in disciplinary action up to and including release from at-will employment.

Confidential Information

All information relating to students, personal information, schools attended, addresses, contact numbers, and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

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Conflict of Interest

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the Executive Director, or the Board of Directors, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

Smoking

The MPCs facility is a non-smoking facility.

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THE WORKPLACE

Certification and Licensure of Instructional Staff

Each teacher must hold a California Commission on Teacher Credentialing certificate that a teacher in other public schools would be required to hold. All teachers are required to meet certain federal requirements related to subject-matter expertise in order to meet federal requirements for “highly qualified teachers.” It is the responsibility and a condition of continued employment of all teachers to provide, maintain and keep current certificates, permits or other documentation to the Executive Director or Principal before reporting for duty. Teachers are required to meet all state and federal certification, expertise, and related requirements and must maintain such qualifications as a condition of employment.

Work Schedule

Business hours are normally 7:30 a.m. to 4:00 p.m., Monday through Friday. The regular workday schedule for nonexempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present from 7:45 a.m. to 3:15 p.m. and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

Full-Time: Full-time employees are those employees who are scheduled to work at least forty (40) hours in a week.

Part-Time: Part-time employees are those employees who are scheduled to work less than forty (40) hours in a week.

Mandatory Training, Meetings, Student Assessment

All exempt employees are required to attend mandatory professional development and weekly collaboration. Part-time, hourly and temporary employees may be required to attend trainings or meetings. Manzanita may pay exempt and temporary employees for attendance at student testing/assessments.

Meal and Rest Periods

Nonexempt employees working at least five (5) hours are provided with a thirty (30) minute meal period, to be taken approximately in the middle of the workday but by no later than the end of the 5th hour of work. An employee may waive this meal period if the day’s work will be completed in no more than six (6) hours, provided the employee and MPCS mutually consent to the waiver in writing.

Nonexempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. Employees are prohibited from combining meal and rest period time.

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The Executive Director should be aware of and approve scheduled meal and rest periods.

An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

Lactation Accommodation

MPCS accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the nonexempt employee shall be unpaid.

MPCS will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such room/location shall not be a bathroom, and shall have electricity. Employees shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

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Commented [HD8]: This is an entirely new policy required by California law which mandates that lactating employees be provided specific accommodations, including a private space that is shielded from view and free from intrusion. Additionally, employees must be provided access to a sink with running water and a refrigerator.

Attendance and Tardiness

Employees must adhere to the adopted annual school calendar and be punctual.

If an employee finds it necessary to be absent or late, they must arrange it in advance with the Executive Director or Principal. If it is not possible to arrange the absence or tardiness in advance, the employee must notify the Executive Director or Principal no later than one-half hour before the start of their professional workday. Employees are also responsible to arrange for a qualified substitute from those listed on the Manzanita Substitute lists. If an employee is absent from work longer than one (1) day, they must notify school officials and keep them informed and updated of their situation.

Excessive absenteeism and tardiness may lead to disciplinary action, up to and including release from at-will employment. An absence or tardiness without notification may lead to disciplinary action, up to and release from at-will employment.

If an employee fails to come to work for three (3) consecutive work days without authorization, the Executive Director or Principal will presume that the employee has voluntarily resigned their position. At the close of the third missed work day, the employee's at-will employment will automatically terminate.

If an employee will be absent from work for any reason, they must notify the Executive Director or Principal as far in advance as possible. All absences will be recorded.

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1. **Scheduled Absence:** All time off must be requested in advance and submitted in writing to the Executive Director by completing a Personnel Absence Form with a copy sent to Human Resources.

All time off must be requested in advance and submitted in writing, via email or text, to the school Principal or other administrative designee and, once approved, an online record of absence on the electronic online (EWS) payroll system must be recorded by employee.

2. **Unscheduled Absence:** Employees must notify the Executive Director and Human Resources as soon as possible regarding their unscheduled absence (either by email or phone call) and at the latest, by the time the employee is to schedule to report for work. Once the employee returns to work, a Personnel Absence form needs to be submitted to Human Resources.

Employees must notify the School Principal or other administrative designee, as soon as possible regarding their unscheduled absence via a text or phone call, and at the latest, by the time the employee is scheduled to report for work. Once the employee returns to work, an online record of absence on the EWS payroll system must be recorded.

Time Sheets/Records

By law, MPCS is obligated to keep accurate records of the time worked by nonexempt employees. Such employees shall keep be required to utilize the School's time sheet system.

Nonexempt employees must accurately record on a timesheet the in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The time sheet indicates when the employee arrived and when the employee departed. All nonexempt employees must record the in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

Nonexempt employees are solely responsible for ensuring accurate information when submitting online time records with the EWS system. If an employee forgets to mark their time sheet or makes an error on the time sheet, the employee must first contact HR to make the correction and then such correction must be initialed by both the employee and the Principal or administrative designee.

Nonexempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

No one may record hours worked on another's time record. Any employee, who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with the School.

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Commented [HD9]: Unfortunately, we have seen quite a few wage claims over the last few years filed by nonexempt employees working "off-the-clock." While the School in many cases would be forced to pay an employee for working additional time/overtime, adding language like this allows the School to also discipline the employee for failing to comply with School policy.

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Use of Email, Voicemail and Internet Access

MPCS will permit employees to use its electronic mail, voicemail systems and Internet access subject to the following:

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
2. The Email system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
3. Employees should not attempt to gain access to another employee's personal file or Email or voicemail messages without the latter's express permission.
4. School staff will not enter an employee's personal Email files or voicemail unless there is a business need to do so. MPCS retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
5. Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's email account.

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Commented [HD10]: A CA case held that School-related communications taking place via private devices/accounts can nevertheless be considered public under the California Public Records Act. As a result, we include this language to discourage employees from conducting School-related business via private/personal accounts or devices.

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Soliciting/Conducting Personal Business While on Duty

MPCS employees are not permitted to conduct personal business or solicit personal business for any cause or organization while on-duty, or when the employee being solicited is supposed to be working. This prohibition includes distributing literature and other material. Distribution of materials is also against the School's policy if it interferes with access to facility premises, if it results in litter or is conducted in areas where other employees are working. Solicitation during non-work time, e.g., lunch periods or other such non-work periods, is permissible. Entry on the School premises by non-employees is not permitted, unless related to official school business. Solicitation or distribution of written materials by non-employees is strictly prohibited.

Personal Business

MPCS's facilities for handling mail and telephone calls are designed to accommodate School business. Employees should have personal mail directed to their home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside the immediate dialing area. Do not use School material, time, or equipment for personal projects.

Social Media

If an employee decides to post information on the Internet (i.e., personal blog, Facebook, Instagram, Twitter, etc.) that discusses any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;
- Employees are not authorized to publish any confidential or proprietary information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.

MPCS reserves the right to take disciplinary action against any employee whose social media postings violate this or other School policies.

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Personal Appearance/Standards of Dress

Employees must wear clothes that are neat, clean and professional while on duty. Employees must also appear well-groomed and within professionally accepted standards suitable for the employee's position and duties. Employees must wear shoes at all times. The Executive Director or Principal will inform employees of any specific dress requirements for their position.

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Participation in Recreational or Social Activities

Employees may participate in activities sponsored by or supported by the school. Participation in such activities is strictly voluntary. As such, employees have no obligation to participate in recreational or social activities and no employee has work-related duties requiring such participation. An employee's participation in social and recreational activities is at the employee's own risk and MPCS disclaims any and all liability arising out of the employee's participation in these activities.

Health and Safety Policy

MPCS is committed to providing and maintaining a healthy and safe work environment for all employees.

Employees are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. Employees are required to report immediately to the Executive Director any potential health or safety hazards, and all injuries or accidents.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

School Property Inspections

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MPCS is committed to providing a work environment that is safe and free of illegal drugs, alcohol, firearms, explosives and other improper materials. Additionally, the School provides property and facilities to its employees to carry out business on behalf of the School.

Accordingly, employees do not have a reasonable expectation of privacy when using any School property or facilities. In accordance with these policies, all School facilities and property, including all items contained therein, may be inspected by the School at any time, with or without prior notice to the employee. School property includes all desks, storage areas, work stations, lockers, file cabinets, computers, telephone systems, email systems and other School-provided storage devices.

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The School also reserves the right to inspect any vehicle, its trunk, glove compartment or any container therein that is parked on the School property or premises. The School reserves the right to deny entry to any person who refuses to cooperate with any inspections by the School. Any employee who fails to cooperate with inspections may be subject to disciplinary action, up to and including release from at-will employment.

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Criminal Background Checks

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with the School, be charged or convicted of any offense, the employee must immediately report the charge or conviction to the Executive Director.

Commented [HD11]: Although the School should be receiving subsequent arrest notifications, the School can also place an affirmative duty on employees to self-report any time they are charged with a crime. That way, if an employee fails to do so, this could be a separate ground for disciplinary action (aside from whether the School has its own evidence against the employee related to the criminal charges).

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Tuberculosis Testing

All employees of the School must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at

least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

Food handlers will be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

COVID-19 Testing

MPCS will provide COVID -19 testing at no cost to the employee during the pandemic. Positive cases will be triaged with conditional response protocols aligned to meet health guidelines applicable to the School. COVID-19 guidance is subject to change and will be updated in this handbook via an addendum when health guidelines require such change.

Employees who are not up to date on COVID-19 vaccinations and who believe they have been exposed to an individual who has tested positive for COVID-19 shall self-quarantine for five (5) calendar days to self-monitor for any potential symptoms such as fever, cough, and difficulty breathing. Employees who are up-to-date on COVID-19 vaccinations are not required to quarantine if they believe they have been exposed to an individual who has tested positive for COVID-19. Employees should get tested three (3) to five (5) days after exposure, even if they are not experiencing any COVID-19 symptoms.

During the exposure self-quarantine period, employees not medically restricted from working shall be on-call and ready to perform remote work (telework) during work hours to the extent directed by the School. If medically unable to work, such employees shall use available leaves consistent with state and federal laws, and MPCS leave policies.

Immigration Compliance

MPCS will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, MPCS will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (e.g., threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to

Commented [HD12]: The COVID-19 Supplemental Paid Sick Leave requiring certain employers to provide employees with paid sick leave for reasons related to COVID-19 expired on September 30, 2021.

However, please note that any employee that is currently taking supplemental paid sick leave as of September 30, 2021, may continue to take the leave they are currently on even if the leave extends past September 30, 2021.

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Commented [HD13]: This section has been updated in line with current CDC guidance.

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Commented [HD15R13]: This policy has been updated with the most recent CDC guidance.

Deleted: In the event a unit member is placed under an official quarantine issued by the Santa Barbara County Public Health Department, and is otherwise unable to perform remote work (telework) the employee shall continue to receive full pay for the duration of the official quarantine and will not be required to use personal leaves.

Commented [HD16]: This language was added to ensure compliance with a fairly recent California law which limits the ability of employers to check an individual's employment authorization.

persons who have not established their federally authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant.

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Security Protocols

MPCS has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Executive Director. Employee desk or office should be secured at the end of the day. When an employee is called away from his or her work area for an extended length of time, valuable or personal articles should not be left around a work station that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Executive Director when keys are missing or if security access codes or passes have been breached.

Commented [HD17]: Although this language was previously added to our policies in compliance with a recent change in CA law, there is a federal court order barring enforcement of this provision at this time. As a result, we recommend the School reach out to legal counsel in the event federal immigration enforcement authorities request employee records.

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Occupational Safety

MPCS is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. MPCS's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

Accident/Incident Reporting

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on School premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

Reporting Fires and Emergencies

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all

employees should know the local emergency numbers such as 911.

EMPLOYEE WAGES AND HEALTH BENEFITS

Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA) and Medicare: The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School as applicable.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should contact the payroll department for more information.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the payroll department. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Executive Director and to fill out a new W-4 form.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

Overtime Pay

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Nonexempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for nonexempt employees. MPCs will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Superintendent. MPCs provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

Commented [ND18]: And Medicare (Fica and Medicare are 2 withholdings)

Commented [ND19]: SDI pending – strikethrough?

Commented [HD20R19]: Please feel free to remove this language as needed, depending on whether the School ultimately decides to participate in SDI.

Commented [ND21]: Keep Medicare in #3
Remove strikethrough - Medicare

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Commented [ND22]: This was done for Classified 5/2022 and should be signed by employees.

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For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) hours and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve hours (12) hours in one workday and an excess of eight(8) hours on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees.

Pay Days

All employees will be paid on the 10th and 25th of each month, for 11 or 12 months, depending on the employee's individual employment contract. Each paycheck will include earnings for all reported work performed through the end of the payroll period. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive their pay on the payday prior to the weekend.

MPCS will pay salaried, certificated employees in accordance with applicable law.

Employees should promptly notify the payroll department if they have a question regarding the calculations of their paycheck; any corrections will be noted and will appear on the following payroll.

Expense Reimbursements

All reimbursements must be pre-approved by the Superintendent or Principal for necessary expenses incurred in the furtherance of School business. In order to be eligible for reimbursement, employees must comply with ALL policy regarding expenditures, a copy of which may be obtained from the Executive Director or Principal. Reimbursements forms must be completed accurately in ink and must include original receipts before they can be submitted for final approval. All expense reimbursement must be approved by the Superintendent and MPCS Board Treasurer.

Wage Attachments and Garnishments

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of an employee's earnings in their favor.

Employees are strongly encouraged to avoid such wage attachments and garnishments. If the

Commented [HD23]: Please note that the Labor Code requires nonexempt employees to be paid at least twice per month. As a result, to avoid getting hit with a costly and time consuming claim over untimely payroll, I would recommend that the School pay all employees twice per month. I understand there may be increased costs associated with running payroll twice monthly and/or objections from the District, however, defending a claim on this issue would be far more costly for the School.

Commented [ND24R23]: This is being resolved by having DMS process payroll twice monthly. We should outline the paydates here.

Take out "Summer Savings" and outline everyone is an 11 month or 12 month employee starting July 1, 2022

Deleted: For salaried, non-certificated personnel, paydays are scheduled on the 15th

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Deleted: Salaried employees on a ten (10)-month pay-schedule may elect to have a "Summer Savings Account" where a percentage of their monthly salary is placed into a non-interest bearing trust account. In August and September the savings will be returned to the employee in equal payments. Please contact the Executive Director or Principal to elect participation in the Summer Savings Account or to set up direct deposit of paychecks.*

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School is presented a second garnishment request concerning an employee, the Executive Director will discuss the situation with the employee.

Commented [ND26]: Not sure if you can say this...

Commented [HD27R26]: This is language that we typically recommend schools include in their employee handbook to discourage wage garnishments. However, it is not required language and can be removed or tailored as necessary.

Health Insurance

Full-time employees are entitled to health insurance benefits in accordance with the health insurance plan. MPCS may cover the insurance premium for employees and dependent costs. Employees may be required to contribute to the cost of premiums to retain coverage. MPCS will comply with all Affordable Care Act applicable regulations.

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WHEN COVERAGE UNDER THE SCHOOL'S HEALTH PLAN ENDS, YOU OR YOUR DEPENDENTS MAY CONTINUE COVERAGE IN SOME SITUATIONS. ¶

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COBRA Benefits

When coverage under the School's medical and/or dental plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage – the employee contribution and the School's previous contribution plus a possible administrative charge.

Medical coverage for an employee, his/her spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making an employee ineligible for the plan.

This eighteen (18)-month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18)-month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

- The employee dies while covered by the plan;
- The employee and his/her spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but his/her spouse has not yet reached age sixty-five (65); or
- The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

MPCS will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, dies,

or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. MPCs will then notify the employee or his/her dependents of the employee's rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or his/her spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;
- MPCs stops providing group health benefits;
- The employee (or the employee's spouse or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29)-months due to disability and there has been a final determination that the employee is no longer disabled.

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PERSONNEL EVALUATION AND RECORD KEEPING

Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by the Principal ~~or other administrative designee~~. Performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, an employee will be required to sign the evaluation report simply to acknowledge that it has been presented to them, that they have discussed it with the Executive Director, and that they are aware of its contents.

Newly hired employees may have their performance goals reviewed by the Executive Director within the first ninety (90) days of employment.

Salary and potential for advancement will be based largely upon job performance. On a periodic basis, the Principal will review employee job performance with the employee in order to establish goals for future performance and to discuss current performance. MPC's evaluation system will in no way alter the at-will employment relationship.

Personnel Files and Record Keeping Protocols

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep the Executive Director advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. MPC will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Executive Director. Only the Executive Director or designee is authorized to release information about current or former employees. Disclosure of information

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to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

HOLIDAYS, VACATIONS AND LEAVES

Holidays

MPCS calendar reflects any and all holidays observed by the School. The following holidays are generally observed by public entities, including public schools and are considered unpaid days for all staff.

New Year's Day	Martin Luther King Jr. Birthday	President's Day
Memorial Day	Independence Day	Labor Day
Veteran's Day	Thanksgiving	Friday after Thanksgiving
Day before Christmas	Christmas Day	

Commented [ND30]: Added for clarity that no holiday pay is available to staff.

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Other days during the school year, such as days during the School's calendared breaks, shall not be paid time for nonexempt employees in active status. Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Executive Director. The employee will be paid if the religious holiday is taken as an earned paid leave day (i.e. personal necessity day, etc., as applicable). The employee will not be paid if the religious holiday is taken as a personal leave of absence day.

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Deleted: Employees on any leave of absence do not earn holiday pay.

Unpaid Leave of Absence

MPCS recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by the School.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

During a Family and Medical Leave Act, California Family Rights Act leave and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins.

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Whether you are required to pay your own premiums will depend upon the length of your leave of absence.

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Sick Leave

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, the School offers paid sick leave to its employees. Sick leave is a benefit provided to employees as a cushion for incapacitation due to illness or injury. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) who must

receive preventative care or a diagnosis, treatment, or care for an existing health condition. Finally, an employee may take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Paid sick leave is available to all School employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment. Full-time employees accrue one (1) day of sick leave per month of scheduled work, where such days are granted to employees on July 1st of each fiscal year. Part-time employees who work fewer than forty (40) hours per week accrue a prorated amount of sick leave, but in no case shall be provided less than twenty-four (24) hours of sick leave per year.

Sick leave may only be used for the purposes specified in this policy. Accordingly, MPCs retains the right to request verification from a licensed health care provider for any extended absence due to illness or disability which equals three (3) or more consecutive calendar days. The School will not tolerate abuse or misuse of the sick leave privilege. If the School suspects abuse of sick leave, the School may require a medical certification from an employee verifying the employee's absence.

Employees must provide reasonable advance notification, either orally or in writing, if a need for paid sick leave is foreseeable. Further, employees should schedule medical appointments in a manner that does not interfere with their job duties whenever possible. If the need for paid sick leave is unforeseeable, the employee must provide notice for the leave as soon as practicable.

Employees are not allowed to draw against unearned/unaccrued sick leave. MPCs does not pay employees in lieu of unused sick leave and sick leave does not carry over from year to year.

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee's start date. Employees are required to use paid sick leave in minimum increments of no more than two hours.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by the School.

Personal Necessity Leave (PNL)

Full-time employees may use up to 24 hours of sick leave in cases of personal necessity upon prior approval. Personal necessity is defined as any of the following:

- Death or serious illness of a member of an employee's immediate family (this is in addition to Bereavement Leave);
- Accident involving an employee's person or property, or the person or property of a member of an employee's immediate family;
- Appearance in court as a litigant, or as a witness under official order;
- Adoption or foster placement of a child;

Deleted: Sick leave is available to all MPCs employees from the commencement of employment.

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Commented [HD31]: We typically recommend that employers request a medical note for absences exceeding three days. However, this number can be tailored as necessary.

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Full-Time Employees

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Suzanne's suggestion. Full time employees are offered 1 day of sick leave, per month of scheduled work, where such days are granted to employees on July 1 of each fiscal year. Nancy/Laura: 11 month employees earn 11 sick days, with a maximum three (3) PAL days. 12 month employees earn 12 sick days (3 days PAL). All prorated on employee works. Example: a part time 12 month classified employee who works 6 hrs/day will receive 12 days prorated @ 6 hrs each. This example would include 4-6 pal days prorated also.

Deleted: Sick leave may carry over from school year to school year for full-time (40 hour per week) employees.

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Commented [HD34]: CA's sick leave law limits the use increments for sick leave to 2 hours maximum.

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Suzanne's suggestion: Part-time employees (fewer than 40 hours per week) are offered a prorated amount of sick leave but in no case shall be provided less than twenty-four (24) hours of sick leave per year. Employees who work fewer than forty (40) hours per week can accrue sick leave up to eleven (11) or twelve (12) prorated days per year. Any unused sick days may carry over from school year to school year. MPCs does not pay for unused sick days and part time employees are not allowed to draw against unearned/unaccrued sick leave. Add: Roving subs will be eligible for prorated sick leave. Regular substitutes will be eligible for a maximum of 24 hrs. Noon duty supervisors are eligible for a maximum of 24 hrs. Retirees who return to the workforce parttime are also eligible for maximum of 24 hrs sick leave per year.

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- The birth of a child making it necessary for an employee who is the parent of the child to be absent from their position during the work hours; and
- Business/personal matters which cannot reasonably be conducted outside the workday.

Employees must request PNL at least one (1) week in advance unless an emergency/unforeseen situation occurs. Approval shall be at the discretion of the School. PNL may not be used consecutively or to extend a vacation or holiday break. PNL may be used in one (1) hour increments. PNL is not vacation, does not carry over from year to year, and is not paid out upon separation from employment.

Extended Illness Leave

In order to be eligible for extended illness leave, employee must have worked at least twelve (12) months and worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the extended medical leave. This leave runs concurrent with FMLA and CFRA leave as outlined below, and would take place once all sick leave is exhausted.

Category 1: Differential Pay for Full-Time Certificated Employees for Extended Illness Leave

Full-time certificated employees may request five (5) months of extended illness leave paid at a differential pay rate (the employee's regular rate of pay less the cost for a substitute), excluding stipends. This leave does not accumulate and does not carry over to the subsequent year. Health insurance benefits are continued while in paid status and deducted from payroll. Extended leave will only be granted with a medical certification confirming the need for extended illness leave.

Category 2: Differential Pay for Full-Time Classified Employees for Extended Illness Leave

Full-time classified employees may request a maximum of five (5) months of extended sick leave paid at 50% of current salary rate. This leave does not accumulate and does not carry over to the subsequent year. Health insurance benefits are continued while in paid status and deducted from payroll. Extended leave will only be granted with a medical doctor's note confirming the need for extended illness leave.

Category 3: Differential Pay for Full-Time Certificated Management Employees for Extended Sick Leave (Including Principals and Vice Principals)

Full-time certificated management employees may request a maximum of five (5) months of extended illness leave paid at 50% of current salary rate. This leave does not accumulate and does not carry over to the subsequent year. Health insurance benefits are continued while in paid status and deducted from payroll. Extended leave will only be granted with a medical doctor's note confirming the need for extended illness leave.

Part-time certificated and classified employees may request a maximum of five (5) months of extended sick leave paid at 50% of current salary rate. Extended leave will only be granted with a medical doctor's note confirming the need for extended illness leave.

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Commented [HD37]: Please clarify whether this is half-pay or the difference between the employee's salary and what is paid to the substitute.

Commented [ND38R37]: Also clarify on all these fronts if sick days are first exhausted before half pay or differential pay kicks in.

Commented [HD39R37]: The policy notes that extended illness leave may only be used once all sick leave is exhausted.

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Family Care and Medical Leave

This policy explains how the School complies with the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA/CFRA leave in any twelve (12) month period for the purposes enumerated below.

- **Employee Eligibility Criteria:**

To be eligible for FMLA/CFRA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the leave and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of CFRA where the School must only have at least five (5) employees).

- **Events That May Entitle an Employee To FMLA/CFRA Leave**

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA/CFRA allowance includes any time taken (with or without pay) for any of the following reasons:

To care for the employee’s newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.

Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School’s separate pregnancy disability policy).

A “serious health condition” is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.

- “Inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain

Commented [HD42]: Please note that this policy is fully updated to reflect recent changes to the CFRA. These changes took effect on January 1, 2021. Generally speaking, CFRA is more expansive now and applies to all employers with at least 5 employees. It also allows employees to take time off to care for a grandchild, grandparent, or sibling. In addition, the prior restriction which limited both parents who were employees of the same organization from taking more than 12 weeks of baby-bonding collectively was removed so that each parent is now entitled to 12 weeks. There were a few other minor changes but these were the big ones I wanted to flag.

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Part-time employees (fewer than 40 hours per week) are entitled to a prorated amount of sick leave but in no case shall be provided less than twenty-four (24) hours of sick leave each year. Employees who work fewer than 40 hours per week can accrue sick leave up to 10 (prorated) days per year. Any unused sick days may carry over from school year to school year. MPCS does not pay out for unused sick days.

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overnight.

- b. “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
- c. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.

2. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, or sibling for CFRA purposes.

Commented [HD43]: A recent update to the CFRA allows employees to take a leave of absence to care for a parent-in-law with a serious health condition.

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- 3. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) -month period to provide said care. CFRA does not provide leave specific to caring for a service member.

For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.

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- Amount of FMLA/CFRA Leave Which May Be Taken

FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.

In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the service member.

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The “twelve month period” in which twelve (12) weeks of FMLA/CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.

- 1. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA or CFRA leave entitlement. Similarly, if an employee uses

FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

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• Pay during FMLA/CFRA Leave

An employee on FMLA/CFRA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period.

An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.

Deleted: If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage

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If an employee has exhausted his/her sick leave leave taken under FMLA/CFRA shall be unpaid leave.

The receipt of sick leave pay will not extend the length of the FMLA or CFRA leave. Sick pay accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

Commented [HD47R46]: Correct, if the employee is not eligible for extended illness leave, any FMLA/CFRA leave would be unpaid.

• Health Benefits

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Deleted: to a period of twelve (12) weeks or twenty six (26) weeks as provided by law. Additional

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The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA/CFRA leave, and these provisions may change from time to time. The health benefits of employees on FMLA/CFRA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period.

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When a request for FMLA/CFRA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

MPCS may recover the health benefit costs paid on behalf of an employee during his/her FMLA/CFRA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if he/she works less than thirty (30) days after returning from FMLA/CFRA leave; and
2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to

FMLA/CFRA leave, or other circumstances beyond the control of the employee.

- Seniority

An employee on FMLA/CFRA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA/CFRA leave will return with the same seniority he/she had when the leave commenced.

- Medical Certifications

An employee requesting FMLA/CFRA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School's request for certification) may result in denial of the leave request until such certification is provided.

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The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee's health care provider to authenticate certification as needed.

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If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.

1. Recertification's are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

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- Procedures for Requesting and Scheduling FMLA/CFRA Leave

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Executive Director. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA leave policy.
2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

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4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
7. The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

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Return to Work

Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.

1. When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
2. Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
3. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

• Employment during Leave

No employee, including employees on FMLA/CFRA leave, may accept employment with

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MPCS may refuse to reinstate a "key" employee if the refusal is necessary to prevent substantial and grievous injury to the School's operations. A "key" employee is an exempt salaried employee who is among the highest paid 10% of the School's employees within seventy-five (75) miles of the employee's worksite.

A "key" employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a "key" employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School's operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the "key" employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee's reinstatement would cause the School to suffer substantial and grievous injury. If the School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

any other employer without the School's written permission. An employee who accepts such employment without the School's written permission will be deemed to have resigned from employment at the School.

Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months, per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

- **Events That May Entitle an Employee to Pregnancy Disability Leave**

The four (4) month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for prenatal care.

- **Duration of Pregnancy Disability Leave**

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks). For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, "four months" means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks).

At the end or depletion of an employee's pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number

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of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

- Health Benefits

MPCS shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12) -month period. MPCS can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee's failure to return from leave is for a reason other than the following:
 - The employee is taking leave under the California Family Rights Act.
 - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
 - There is a non-pregnancy related medical condition requiring further leave.
 - Any other circumstance beyond the control of the employee.

- Seniority

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

- Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

- Requesting and Scheduling Pregnancy Disability Leave

1. An employee should discuss and notifying Manzanita HR department. An employee asking for a Request for Leave form will be referred to the School's then current

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pregnancy disability leave policy or a note outlining the expected dates of the pregnancy disability leave.

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2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.

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3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. When the pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

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- Return to Work

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:
 - a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
 - b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. In accordance with MPCS policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Pay during Pregnancy Disability Leave

1. A Certificated Employee on pregnancy disability leave must exhaust all accrued paid leave and at the beginning of any Pregnancy Disability Leave period. After sick leave is exhausted, the employee may utilize a partial wage reduction benefit, and pay 100% of substitute employee wages and benefits out of their earnings (differential pay). A classified employee on pregnancy disability leave must exhaust all accrued paid leave and at the beginning of any Pregnancy Disability Leave period. After paid leave is exhausted, the employee may utilize a partial 50% wage reduction benefit.
2. The receipt of sick leave pay will not extend the length of pregnancy disability leave.
3. Sick leave accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- Employment during Leave

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

Parental Leave

During any FMLA/CFRA leave for purposes of parental leave, and after paid leave has been exhausted, certificated employees may receive differential pay (the difference between the employee's salary and the salary paid to the substitute), and classified employees may receive 50% of their regular wages.

Industrial Injury Leave (Workers' Compensation)

MPCS, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

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Commented [HD50]: Please note that this is a very generous benefit. Most of our schools do not offer such a significant amount of paid leave during FMLA/CFRA bonding (parental) leave. Instead, many schools only offer a few weeks of paid leave, especially since employees can access up to 8 weeks of Paid Family Leave benefits through the EDD as wage replacement. If the School intended to make this policy so generous, it is fine to leave this policy "as is" but I just wanted to flag this for the School in case it wanted to limit the amount of time it would provide the ... [2]

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- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure employees receive any worker's compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to the Executive Director;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Executive Director; and
- Provide the School with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.

It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. MPCS, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems (EMS) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Executive Director and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

Military and Military Spousal Leave of Absence

MPCS shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

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If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued paid time off as wage replacement during time served, provided such paid time off accrued prior to the leave.

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or

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Except for employees serving in the National Guard, MPCS will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

MPCS shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

Funeral/Bereavement Leave

Full-time employees are entitled to funeral/bereavement leave of absence of three (3) days, or up to five (5) days *if* travel exceeds 300 miles one way, for the death of any member of the employee's immediate family, and to such additional days thereafter as the School may allow. All bereavement leave must be completed within three (3) months of the date of death of the person.

No deduction shall be made from the salary of such employee, nor shall such leave be deducted from any other leave category, which may be utilized for this purpose in addition to bereavement leave.

Members of an immediate family are defined as follows: child, spouse, domestic partner, mother/father of employee or spouse of employee, grandmother/grandfather of employee or spouse of employee, son (in-law), daughter (in-law), grandchild (in-law), brother or sister of employee or spouse of employee, aunt/uncle of the employee or spouse of employee, niece/nephew, step relatives, foster children, foster parents, or any other relative living in the

immediate household.

If any employee requires more than three (3) to five (5) days off for bereavement leave, the employee may request additional unpaid leave or may request to use up to five (5) days of accrued sick time, which may be granted at the discretion of the School.

Jury Duty or Witness Leave

For all exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to perform work duties as assigned. For all nonexempt employees, the School will pay for up to three (3) days if an employee is called to serve on a jury.

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Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay.

When possible, an employee requesting time off to vote shall give the Executive Director at least two (2) days notice.

School Appearance and Activities Leave

As required by law, MPCs will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of MPCs, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

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The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused paid leave to be paid during the absence.

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When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

Bone Marrow and Organ Donor Leave

Commented [HD52]: This policy was updated by recent changes to CA law which make it less burdensome for employees to take donor leave. Employees are now allowed up to 60 days off total, with 30 days of the leaving being paid. This is an increase from 30 days of paid leave only.

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) workdays off in a twelve (12)-month period.

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To be eligible for bone marrow or organ donation leave ("Donor Leave"), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation, may be paid provided the employee uses five (5) days of accrued paid leave for bone marrow donation and two (2) week's of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

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Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

Victims of Abuse Leave

Commented [HD53]: This is an entirely new policy required by CA law.

MPCS provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, stalking or other crimes. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, that of the employee's child or children or when a person whose immediate family member is deceased as the direct result of a crime. A crime includes a crime or public offense that would constitute a misdemeanor or felony if the crime had been committed in California by a competent adult, an act of terrorism against a resident of California (whether or not such act occurs within the state), and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide MPCS with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide MPCS one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, MPCS will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact the Executive Director.

Returning From Leave of Absence

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Executive Director thirty (30) days' notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If an employee needs further information regarding Leaves of Absence, they should be sure to consult the Executive Director.

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DISCIPLINE AND TERMINATION OF EMPLOYMENT

Rules of Conduct

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only and applies to all employees of the School; other types of conduct that threaten security, personal safety, employee welfare and the School's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of the School. If an employee is working under a contract with the School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Unprofessional conduct.
3. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
4. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
5. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
6. Fighting or instigating a fight on School premises.
7. Violations of the drug and alcohol policy.
8. Using or possessing firearms, weapons or explosives of any kind on School premises.
9. Gambling on School premises.
10. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
11. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record a clock card.
12. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
13. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
14. Excessive absenteeism or tardiness excused or unexcused.
15. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
16. Immoral or indecent conduct.
17. Conviction of a criminal act.
18. Engaging in sabotage or espionage (industrial or otherwise)

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19. Violations of the sexual harassment policy.
20. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
21. Sleeping during work hours.
22. Release of confidential information without authorization.
23. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
24. Refusal to speak to supervisors or other employees.
25. Dishonesty.
26. Failure to possess or maintain the credential/certificate required of the position.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

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Off-Duty Conduct

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. MPCS shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Termination of Employment

Should it become necessary for an employee to terminate their at-will employment with the School, employees should notify the Executive Director regarding their intention as far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

When an employee terminates their at-will employment, they will be entitled to all earned but unused vacation pay. If an employee is participating in the medical and/or dental plan, they will be provided information on their rights under COBRA.

References

All requests for references and employment verifications must be promptly directed to the Executive Director or Principal. When contacted for a reference or employment verification, MPCS will provide information concerning dates of employment and the title of the last position held. Other employees may not provide any employment verifications or act as a reference for any other employees.

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INTERNAL COMPLAINT REVIEW

The purpose of the “Internal Complaint Review Policy” is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Executive Director or Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, [discrimination, and retaliation](#) are addressed under the School’s “Policy [Prohibiting Unlawful Harassment](#).”

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Open Door Policy

MPCS wishes to provide the most positive and productive work environment possible. To that end, it has an [open-door](#) policy where it welcomes [employee](#) questions, suggestions or complaints relating to [the](#) job, conditions of employment, the School or the treatment [employees](#) are receiving. Other than in situations involving harassment (as outlined and described above), please initially contact the Executive Director with questions or concerns. If the situation is not resolved to [an employee’s](#) satisfaction, please contact the Board [in writing](#), who will further investigate the issue.

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Internal Complaints

(Complaints by Employees Against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Executive Director or designee:

1. The complainant will bring the matter to the attention of the Executive Director as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Executive Director or designee will then investigate the facts and provide a solution or explanation. The Executive Director will fully document the facts of the complaint, the statements of all parties identified in the complaint, and the disposition of the complaint;
3. If the complaint is about the Executive Director, the complainant may file his or her complaint in a signed writing to the President of the [School’s](#) Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a [third-party](#) investigator on behalf of the Board. The Board President or investigator will report his or her findings to the Board for review and action, if necessary.

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This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, the School values each employee's ability to express concerns and the need for resolution without fear of adverse consequence to employment.

Policy for Complaints Against Employees
(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Executive Director or Board President (if the complaint concerns the Executive Director) as soon as possible after the events that give rise to the complainant's concerns.

The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, Executive Director (or designee) shall abide by the following process:

1. The Executive Director or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint. The Executive Director will fully document the facts of the complaint, the statements of all parties identified in the complaint, and the disposition of the complaint.
2. In the event that the Executive Director (or designee) finds that a complaint against an employee is valid, the Executive Director (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Executive Director (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Executive Director's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of the School. The decision of the Board shall be final.

General Requirements

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the Executive Director) or the Executive Director or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

AMENDMENT TO EMPLOYEE HANDBOOK

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

MPCS reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

APPENDIX A

HARASSMENT COMPLAINT FORM

It is the policy of the School that all of its employees be free from harassment. This form is provided for you to report what you believe to be harassment, so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment.

If you are an employee of the School, you may file this form with the Executive Director or Board President.

Please review the School's policies concerning harassment for a definition of harassment and a description of the types of conduct that are considered to be harassment.

MPCS will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged harasser.

In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.

Charges of harassment are taken very seriously by the School both because of the harm caused to the person harassed, and because of the potential sanctions that may be taken against the harasser. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe sexually harassed you or someone else:

List any witnesses that were present:

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant

Date

Print Name

APPENDIX B

INTERNAL COMPLAINT FORM

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Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination. ▾ ▾

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Signature of Complainant

Date: _____

Print Name

APPENDIX C



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

Deleted: TO BE COMPLETED BY SCHOOL:

Received
by: _____
Date: _____

APPLICATION FOR TRANSFER TO HIGHER SALARY CLASSIFICATION

PLEASE COMPLETE AND RETURN TO

Suzanne Nicastro

By

April 1

DATE: _____

NAME: _____

PRESENT SALARY CLASSIFICATION \$ _____

SALARY CLASSIFICATION TO WHICH YOU WISH TO TRANSFER TO \$ _____

LIST ANY CREDENTIALS FOR WHICH YOU ARE CURRENTLY WORKING: _____

Are you taking any College or University courses toward your CLAD or BCLAD certificate?

Yes No Not Applicable

Total units recorded after your bachelors: _____

Total units listed below but not recorded: _____

The information to be completed below pertains to any credits/courses completed prior to June 30th.

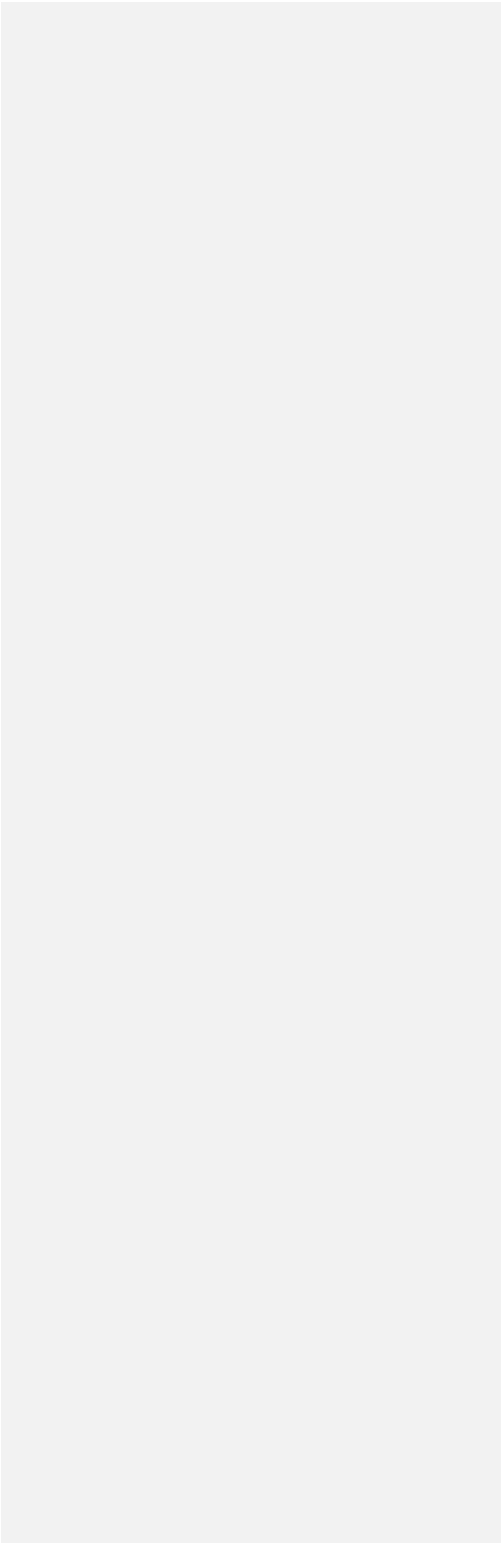
Any credits/courses completed after June 30th will be applied to the following Fiscal Year.

COURSE TITLE Completed/Proposed	COURSE # Upper Division Only	COLLEGE/UNIVERSITY	COMPLETION DATE	UNITS Semester/Quarter

FOR OFFICE USE ONLY

ADDITIONAL UNITS EARNED: SEMESTER: _____ QUARTER: _____

DEGREE/CREDENTIAL EARNED:	MA/MS	PHD	CLAD	BCLAD
APPROVED BY:	<hr/>			DATE: <hr/>
SENT TO:	PAYROLL	HR	PERSONNEL FILE	



APPENDIX D

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

FIXED TERM EMPLOYMENT AGREEMENT Between MANZANITA PUBLIC CHARTER SCHOOL & EMPLOYEE

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the employee ("Employee") and the Governing Board ("Board") of Manzanita Public Charter School ("MPCS"), a California public charter school approved by the Lompoc Unified School District ("District"). The Board desires to hire employees who will assist MPCS in achieving the goals and meeting the requirements of MPCS's charter. The parties recognize that MPCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The Board desires to engage the services of the Employee for purposes of assisting MPCS in implementing its purposes, policies, and procedures.

WHEREAS, MPCS and Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. MPCS has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.* MPCS has been duly approved by the District, according to the laws of the State of California.
2. Pursuant to Education Code section 47604, MPCS has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, MPCS is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of MPCS, and the employee signing below expressly recognizes that he/she is being employed by MPCS and not the District.
3. Pursuant to Education Code section 47610, MPCS must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts

**Deleted: EMPLOYMENT UNDERSTANDING
BETWEEN EMPLOYEES**

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A Manzanita Public Charter School certificated teacher has reasonable assurance of annual employment once a signed contract exists between Manzanita Public Charter School and employee. Certificated teacher employment is subject to annual enrollment patterns, performance evaluations, and fiscal solvency. After signing initial contract, certificated teachers will begin receiving an annual notification which outlines current year salary details.

except as specified in Education Code section 47610.

4. MPCS shall be deemed the exclusive public school employer of the employees at MPCS for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

Employee shall work in the position of classroom teacher. Employee will perform such duties as MPCS may reasonably assign and Employee will abide by all School policies and procedures as adopted and amended from time to time. Employee further agrees to abide by the provisions of MPCS's charter.

A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of MPCS.

2. Term and Work Schedule

Subject to Section C, "Termination of Agreement" herein, MPCS hereby **employs employee for a term of one (1) year.**

Workdays for Employee shall be consistent with the applicable calendar of workdays for this position.

The current year schedule is attached and incorporated by reference herein.

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.

3. Compensation

Employee will receive a **base salary and additional stipend of \$1,500 for master's degree** paid monthly from which the Board shall withhold all statutory and other authorized deductions. Employee's compensation may be prorated depending on whether Employee remains employed, or in active work status, for all scheduled work days of the position.

4. Employee Benefits

Employee shall be entitled to participate in designated employee benefit programs and plans established by MPCS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be amended and modified by MPCS in its sole discretion.

5. Performance Evaluation

Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate Employee shall not prevent MPCs from disciplining or dismissing Employee in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at MPCs shall only be as specified in this Employment Agreement, MPCs's charter, the Charter Schools Act and MPCs's Employee Handbook, which from time to time may be amended and modified by MPCs. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with MPCs.

7. **Licensure**

Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **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 he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician that he/she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

10. **Conflicts of Interest**

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 his/her employment with MPCS.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, 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.

C. **TERMINATION OF AGREEMENT**

This Agreement may be terminated by any of the following:

- a. **Termination for Cause:** 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 Personnel Policies, or Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above-mentioned and incorporated by reference job specification.

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 Employee. Employee shall have the right to a representative of his/her choice at a conference with the Board. Such conference shall be Employee's exclusive right to any hearing otherwise required by law. Any decision regarding termination shall be final.

- b. **Revocation/Nonrenewal of Charter:** In the event that the MPCS charter with the District 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 b above.
- c. **Death or Incapacitation of Employee:** The death of Employee shall terminate this Agreement and all rights provided under this Agreement. In the event that Employee becomes incapacitated to the extent that, in the judgment of the Board, Employee may no longer perform the essential functions of his/her job with reasonable accommodation, as set forth in the job specifications, the Board may terminate this Agreement.

- D. **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.

E. **GENERAL PROVISIONS**

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions herein will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

Page 39: [1] Deleted Haley Dumas 10/14/21 4:32:00 PM

Page 39: [2] Commented [HD50] Haley Dumas 10/29/21 11:20:00 AM

Please note that this is a very generous benefit. Most of our schools do not offer such a significant amount of paid leave during FMLA/CFRA bonding (parental) leave. Instead, many schools only offer a few weeks of paid leave, especially since employees can access up to 8 weeks of Paid Family Leave benefits through the EDD as wage replacement. If the School intended to make this policy so generous, it is fine to leave this policy "as is" but I just wanted to flag this for the School in case it wanted to limit the amount of time it would provide these benefits in some way.



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"A Gold Ribbon School"

EMPLOYEE HANDBOOK



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ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO HUMAN RESOURCES.

EMPLOYEE NAME: _____

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures.

I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I also understand that if I am ever unclear on any language, or policies and procedures in this Handbook, it is my responsibility to seek clarification from the School.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School's policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School.

I understand that other than the Board of the School, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board has the authority to make any such agreement and then only in writing signed by the Board President.

Employee's Signature: _____ Date: _____

**Please sign/date, tear out, and return to Human Resources
and retain this Handbook for your reference.**

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TABLE OF CONTENTS

INTRODUCTION TO HANDBOOK.....	1
CONDITIONS OF EMPLOYMENT	2
Equal Employment Opportunity Is Our Policy	2
Employment At-Will	3
Child Abuse and Neglect Reporting	3
Professional Boundaries: Staff/Student Interaction Policy	4
Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation.....	7
Workplace Violence	10
Whistleblower Policy	10
Drug and Alcohol Free Workplace.....	11
Consensual Relationships	11
Confidential Information	11
Conflict of Interest.....	11
Smoking.....	12
THE WORKPLACE	13
Certification and Licensure of Instructional Staff	13
Work Schedule	13
Mandatory Training, Meetings, Student Assessment	13
Meal and Rest Periods	13
Lactation Accommodation	14
Attendance and Tardiness.....	14
Time Sheets/Records	15
Use of Email, Voicemail and Internet Access	16
Soliciting/Conducting Personal Business While on Duty	16
Personal Business	16
Social Media	17
Personal Appearance/Standards of Dress	17
Participation in Recreational or Social Activities.....	17
Health and Safety Policy	17
School Property Inspections	18
Criminal Background Checks.....	18
Tuberculosis Testing.....	18
COVID-19 Testing	19
Immigration Compliance.....	19
Security Protocols.....	20
Occupational Safety.....	20
Accident/Incident Reporting.....	20
Reporting Fires and Emergencies.....	20
EMPLOYEE WAGES AND HEALTH BENEFITS.....	22
Payroll Withholdings.....	22
Overtime Pay	22

Pay Days	23
Expense Reimbursements	23
Wage Attachments and Garnishments	23
Health Insurance	24
COBRA Benefits	24
PERSONNEL EVALUATION AND RECORD KEEPING	26
Employee Reviews and Evaluations	26
Personnel Files and Record Keeping Protocols	26
HOLIDAYS, VACATIONS AND LEAVES	28
Holidays	28
Unpaid Leave of Absence	28
Sick Leave	28
Extended Illness Leave	30
Family Care and Medical Leave	31
Pregnancy Disability Leave	36
Parental Leave	39
Industrial Injury Leave (Workers' Compensation)	40
Military and Military Spousal Leave of Absence	41
Funeral/Bereavement Leave	41
Jury Duty or Witness Leave	42
Voting Time Off	42
School Appearance and Activities Leave	42
Bone Marrow and Organ Donor Leave	43
Victims of Abuse Leave	43
Returning From Leave of Absence	44
DISCIPLINE AND TERMINATION OF EMPLOYMENT	45
Rules of Conduct	45
Off-Duty Conduct	46
Termination of Employment	47
References	47
INTERNAL COMPLAINT REVIEW	48
AMENDMENT TO EMPLOYEE HANDBOOK	50
APPENDIX A	51
HARASSMENT COMPLAINT FORM	51
APPENDIX B	53
INTERNAL COMPLAINT FORM	53
APPENDIX C	54

INTRODUCTION TO HANDBOOK

This Handbook is designed to help employees get acquainted with Manzanita Public Charter School (hereinafter referred to as “MPCS” or the “School”). It explains some of our philosophies and beliefs, and describes some of our employment guidelines in general terms. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at the School. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the School or its employees. In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Due to the fact that the School is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. MPCS also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

No individual other than the Board of Directors has the authority to enter into any employment or other agreement that modifies School policy. Any such modification *must* be in writing.

This Handbook is the property of the School, and it is intended for personal use and reference by employees of the School. Circulation of this Handbook outside of the School requires the prior written approval of the Executive Director.

Employees must sign the acknowledgment form at the beginning of this Handbook, tear it out, and return it to the Executive Director. This will provide the School with a record that each employee has received this Handbook.

CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

MPCS is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. MPCS will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. MPCS will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

Employment At-Will

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered “at-will” employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have “cause” to terminate an employee or otherwise restrict the School’s right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School’s right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School’s policy regarding “at-will” employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices, shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

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.

MPCS will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code

section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.

By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

Professional Boundaries: Staff/Student Interaction Policy

MPCS recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause

- pain or discomfort as a form of punishment;
3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Intentionally being alone with a student away from the school.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit.
- (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

These behaviors should only be exercised when a staff member has parent and supervisor permission.

- (a) Giving students a ride to/from school or school activities.
- (b) Being alone in a room with a student at school with the door closed.
- (c) Allowing students in your home.

Cautionary Staff/Student Behaviors

These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence.

- (a) Remarks about the physical attributes or development of anyone.
- (b) Excessive attention toward a particular student.
- (c) Sending emails, text messages or letters to students if the content is not about school activities

Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.

- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the Executive Director about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

MPCS is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. MPCS's policy prohibits unlawful harassment, discrimination, and retaliation based upon race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); religious creed (including religious dress and grooming practices); marital/ registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

MPCS does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third parties (including independent contractors or other person with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment, discrimination, or retaliation to the

Executive Director or designee.

When MPCS receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Executive Director) or the Executive Director or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. MPCS is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

MPCS is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her or against another individual.

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within six (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and

epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Executive Director. See Appendix A for the "Harassment/Discrimination/Retaliation Complaint Form." See Appendix B for the general "Internal Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults and
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
 - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work.
 - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
 - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a

professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate MPCS policy. Complainants and witnesses under these policies will be protected from further harassment and will not be retaliated against in any aspect of their employment due to their participation, filing of a complaint, or reporting harassment.

MPCS will investigate complaints promptly and provide a written report of the investigation and decision as soon as practicable. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation. MPCS is committed to remediating any instances where investigation findings demonstrate unlawful harassment has occurred.

Workplace Violence

MPCS takes the safety and security of its employees seriously. MPCS does not tolerate acts or threats of physical violence, including but not limited to intimidation, harassment and/or coercion, that involve or affect the School or that occur, or are likely to occur, on School property. Employees must report any act or threat of violence immediately to the Executive Director or Executive Director.

Whistleblower Policy

MPCS requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred.

However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

Drug and Alcohol Free Workplace

MPCS is committed to providing a drug and alcohol-free workplace and to promoting safety in the workplace, employee health and well-being, stakeholder confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace or during performance of job duties is extremely harmful to employees and to other MPCS stakeholders.

The bringing to the workplace, possession or use of intoxicating beverages or drugs on any School premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination.

Consensual Relationships

Consensual relationships in the workplace are discouraged. Consensual relationships between supervisors and employees and between staff and parents or students are potentially exploitative and must be avoided. They raise serious concerns about the validity of the consent, conflicts of interest, and unfair treatment of others. Moreover, consensual relationships in the workplace can lead to problems with morale, decreased productivity and increased liability. The School has a strong policy against sexual harassment and is concerned that consensual relationships might potentially violate the policy. The School aims to prevent sexual harassment from occurring in the workplace. To help prevent sexual harassment, employees who enter into consensual relationships should notify administration regarding the relationship, as well as review the sexual harassment policy. Moreover, employees are expected to abide by the sexual harassment policy, behave professionally at work, and not let the relationship affect their work or the workplace.

Employees involved in consensual relationships in the School's workplace are prohibited from evaluating the work performance of others with whom they have a relationship, or from making hiring, salary or similar decisions which may impact some persons.

Violations of the School's Consensual Relationship Policy may result in disciplinary action up to and including release from at-will employment.

Confidential Information

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

Conflict of Interest

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the Executive Director, or the Board of Directors, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

Smoking

The MPCS facility is a non-smoking facility.

THE WORKPLACE

Certification and Licensure of Instructional Staff

Each teacher must hold a California Commission on Teacher Credentialing certificate that a teacher in other public schools would be required to hold. All teachers are required to meet certain federal requirements related to subject-matter expertise in order to meet federal requirements for “highly qualified teachers.” It is the responsibility and a condition of continued employment of all teachers to provide, maintain and keep current certificates, permits or other documentation to the Executive Director or Principal before reporting for duty. Teachers are required to meet all state and federal certification, expertise, and related requirements and must maintain such qualifications as a condition of employment.

Work Schedule

Business hours are normally 7:30 a.m. to 4:00 p.m., Monday through Friday. The regular workday schedule for nonexempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present from 7:45 a.m. to 3:15 p.m. and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

Full-Time: Full-time employees are those employees who are scheduled to work at least forty (40) hours in a week.

Part-Time: Part-time employees are those employees who are scheduled to work less than forty (40) hours in a week.

Mandatory Training, Meetings, Student Assessment

All exempt employees are required to attend mandatory professional development and weekly collaboration. Part-time, hourly and temporary employees may be required to attend trainings or meetings. Manzanita may pay exempt and temporary employees for attendance at student testing/assessments.

Meal and Rest Periods

Nonexempt employees working at least five (5) hours are provided with a thirty (30) minute meal period, to be taken approximately in the middle of the workday but by no later than the end of the 5th hour of work. An employee may waive this meal period if the day’s work will be completed in no more than six (6) hours, provided the employee and MPCS mutually consent to the waiver in writing.

Nonexempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. Employees are prohibited from combining meal and rest period time.

The Executive Director should be aware of and approve scheduled meal and rest periods.

An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

Lactation Accommodation

MPCS accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the nonexempt employee shall be unpaid.

MPCS will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such room/location shall not be a bathroom, and shall have electricity. Employees shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

Attendance and Tardiness

Employees must adhere to the adopted annual school calendar and be punctual.

If an employee finds it necessary to be absent or late, they must arrange it in advance with the Executive Director or Principal. If it is not possible to arrange the absence or tardiness in advance, the employee must notify the Executive Director or Principal no later than one-half hour before the start of their professional workday. Employees are also responsible to arrange for a qualified substitute from those listed on the Manzanita Substitute lists. If an employee is absent from work longer than one (1) day, they must notify school officials and keep them informed and updated of their situation.

Excessive absenteeism and tardiness may lead to disciplinary action, up to and including release from at-will employment. An absence or tardiness without notification may lead to disciplinary action, up to and release from at-will employment.

If an employee fails to come to work for three (3) consecutive work days without authorization, the Executive Director or Principal will presume that the employee has voluntarily resigned their position. At the close of the third missed work day, the employee's at-will employment will automatically terminate.

If an employee will be absent from work for any reason, they must notify the Executive Director or Principal as far in advance as possible. All absences will be recorded.

1. **Scheduled Absence:** All time off must be requested in advance and submitted in writing to the Executive Director by completing a Personnel Absence Form with a copy sent to Human Resources.

All time off must be requested in advance and submitted in writing, via email or text, to the school Principal or other administrative designee and, once approved, an online record of absence on the electronic online (EWS) payroll system must be recorded by employee.

2. **Unscheduled Absence:** Employees must notify the Executive Director and Human Resources as soon as possible regarding their unscheduled absence (either by email or phone call) and at the latest, by the time the employee is to schedule to report for work. Once the employee returns to work, a Personnel Absence form needs to be submitted to Human Resources.

Employees must notify the School Principal or other administrative designee, as soon as possible regarding their unscheduled absence via a text or phone call, and at the latest, by the time the employee is scheduled to report for work. Once the employee returns to work, an online record of absence on the EWS payroll system must be recorded.

Time Sheets/Records

By law, MPCS is obligated to keep accurate records of the time worked by nonexempt employees. Such employees shall keep be required to utilize the School's time sheet system.

Nonexempt employees must accurately record on a timesheet the in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The time sheet indicates when the employee arrived and when the employee departed. All nonexempt employees must record the in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

Nonexempt employees are solely responsible for ensuring accurate information when submitting online time records with the EWS system. If an employee forgets to mark their time sheet or makes an error on the time sheet, the employee must first contact HR to make the correction and then such correction must be initialed by both the employee and the Principal or administrative designee.

Nonexempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

No one may record hours worked on another's time record.. Any employee, who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will

employment with the School.

Use of Email, Voicemail and Internet Access

MPCS will permit employees to use its electronic mail, voicemail systems and Internet access subject to the following:

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
2. The Email system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
3. Employees should not attempt to gain access to another employee's personal file or Email or voicemail messages without the latter's express permission.
4. School staff will not enter an employee's personal Email files or voicemail unless there is a business need to do so. MPCS retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
5. Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's email account.

Soliciting/Conducting Personal Business While on Duty

MPCS employees are not permitted to conduct personal business or solicit personal business for any cause or organization while on-duty, or when the employee being solicited is supposed to be working. This prohibition includes distributing literature and other material. Distribution of materials is also against the School's policy if it interferes with access to facility premises, if it results in litter or is conducted in areas where other employees are working. Solicitation during non-work time, e.g., lunch periods or other such non-work periods, is permissible. Entry on the School premises by non-employees is not permitted, unless related to official school business. Solicitation or distribution of written materials by non-employees is strictly prohibited.

Personal Business

MPCS's facilities for handling mail and telephone calls are designed to accommodate School business. Employees should have personal mail directed to their home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside the immediate

dialing area. Do not use School material, time, or equipment for personal projects.

Social Media

If an employee decides to post information on the Internet (i.e., personal blog, Facebook, Instagram, Twitter, etc.) that discusses any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;
- Employees are not authorized to publish any confidential or proprietary information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.

MPCS reserves the right to take disciplinary action against any employee whose social media postings violate this or other School policies.

Personal Appearance/Standards of Dress

Employees must wear clothes that are neat, clean and professional while on duty. Employees must also appear well-groomed and within professionally accepted standards suitable for the employee's position and duties. Employees must wear shoes at all times. The Executive Director or Principal will inform employees of any specific dress requirements for their position.

Participation in Recreational or Social Activities

Employees may participate in activities sponsored by or supported by the school. Participation in such activities is strictly voluntary. As such, employees have no obligation to participate in recreational or social activities and no employee has work-related duties requiring such participation. An employee's participation in social and recreational activities is at the employee's own risk and MPCS disclaims any and all liability arising out of the employee's participation in these activities.

Health and Safety Policy

MPCS is committed to providing and maintaining a healthy and safe work environment for all

employees.

Employees are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. Employees are required to report immediately to the Executive Director any potential health or safety hazards, and all injuries or accidents.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

School Property Inspections

MPCS is committed to providing a work environment that is safe and free of illegal drugs, alcohol, firearms, explosives and other improper materials. Additionally, the School provides property and facilities to its employees to carry out business on behalf of the School.

Accordingly, employees do not have a reasonable expectation of privacy when using any School property or facilities. In accordance with these policies, all School facilities and property, including all items contained therein, may be inspected by the School at any time, with or without prior notice to the employee. School property includes all desks, storage areas, work stations, lockers, file cabinets, computers, telephone systems, email systems and other School-provided storage devices.

The School also reserves the right to inspect any vehicle, its trunk, glove compartment or any container therein that is parked on the School property or premises. The School reserves the right to deny entry to any person who refuses to cooperate with any inspections by the School. Any employee who fails to cooperate with inspections may be subject to disciplinary action, up to and including release from at-will employment.

Criminal Background Checks

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with the School, be charged or convicted of any offense, the employee must immediately report the charge or conviction to the Executive Director.

Tuberculosis Testing

All employees of the School must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees

will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

Food handlers will be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

COVID-19 Testing

MPCS will provide COVID -19 testing at no cost to the employee during the pandemic. Positive cases will be triaged with conditional response protocols aligned to meet health guidelines applicable to the School. COVID-19 guidance is subject to change and will be updated in this handbook via an addendum when health guidelines require such change.

Employees who are not up to date on COVID-19 vaccinations and who believe they have been exposed to an individual who has tested positive for COVID-19 shall self-quarantine for five (5) calendar days to self-monitor for any potential symptoms such as fever, cough, and difficulty breathing. Employees who are up-to-date on COVID-19 vaccinations are not required to quarantine if they believe they have been exposed to an individual who has tested positive for COVID-19. Employees should get tested three (3) to five (5) days after exposure, even if they are not experiencing any COVID-19 symptoms.

During the exposure self-quarantine period, employees not medically restricted from working shall be on-call and ready to perform remote work (telework) during work hours to the extent directed by the School. If medically unable to work, such employees shall use available leaves consistent with state and federal laws, and MPCS leave policies.

Immigration Compliance

MPCS will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, MPCS will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (*e.g.*, threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or

presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant.

Security Protocols

MPCS has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Executive Director. Employee desk or office should be secured at the end of the day. When an employee is called away from his or her work area for an extended length of time, valuable or personal articles should not be left around a work station that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Executive Director when keys are missing or if security access codes or passes have been breached.

Occupational Safety

MPCS is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. MPCS's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

Accident/Incident Reporting

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on School premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

Reporting Fires and Emergencies

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

EMPLOYEE WAGES AND HEALTH BENEFITS

Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA) and Medicare: The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School as applicable.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should contact the payroll department for more information.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the payroll department. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Executive Director and to fill out a new W-4 form.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

Overtime Pay

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Nonexempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for nonexempt employees. MPCS will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Superintendent. MPCS provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) hours and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve hours (12) hours in one workday and an excess of eight(8) hours on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees.

Pay Days

All employees will be paid on the 10th and 25th of each month, for 11 or 12 months, depending on the employee's individual employment contract. Each paycheck will include earnings for all reported work performed through the end of the payroll period. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive their pay on the payday prior to the weekend.

MPCS will pay salaried, certificated employees in accordance with applicable law.

Employees should promptly notify the payroll department if they have a question regarding the calculations of their paycheck; any corrections will be noted and will appear on the following payroll.

Expense Reimbursements

All reimbursements must be **pre-approved** by the Superintendent or Principal for necessary expenses incurred in the furtherance of School business. In order to be eligible for reimbursement, employees must comply with ALL policy regarding expenditures, a copy of which may be obtained from the Executive Director or Principal. Reimbursements forms must be completed accurately in ink and must include original receipts before they can be submitted for final approval. All expense reimbursement must be approved by the Superintendent and MPCS Board Treasurer.

Wage Attachments and Garnishments

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of an employee's earnings in their favor.

Employees are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning an employee, the Executive Director will discuss the situation with the employee.

Health Insurance

Full-time employees are entitled to health insurance benefits in accordance with the health insurance plan. MPCS may cover the insurance premium for employees and dependent costs. Employees may be required to contribute to the cost of premiums to retain coverage. MPCS will comply with all Affordable Care Act applicable regulations.

COBRA Benefits

When coverage under the School's medical and/or dental plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage – the employee contribution and the School's previous contribution plus a possible administrative charge.

Medical coverage for an employee, his/her spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making an employee ineligible for the plan.

This eighteen (18)-month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18)-month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

- The employee dies while covered by the plan;
- The employee and his/her spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but his/her spouse has not yet reached age sixty-five (65); or
- The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

MPCS will notify employees or their dependents if coverage ends due to termination or a reduction

in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. MPCS will then notify the employee or his/her dependents of the employee's rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or his/her spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;
- MPCS stops providing group health benefits;
- The employee (or the employee's spouse or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29)-months due to disability and there has been a final determination that the employee is no longer disabled.

PERSONNEL EVALUATION AND RECORD KEEPING

Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by the Principal or other administrative designee. Performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, an employee will be required to sign the evaluation report simply to acknowledge that it has been presented to them, that they have discussed it with the Executive Director, and that they are aware of its contents.

Newly hired employees may have their performance goals reviewed by the Executive Director within the first ninety (90) days of employment.

Salary and potential for advancement will be based largely upon job performance. On a periodic basis, the Principal will review employee job performance with the employee in order to establish goals for future performance and to discuss current performance. MPC's evaluation system will in no way alter the at-will employment relationship.

Personnel Files and Record Keeping Protocols

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep the Executive Director advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. MPC will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Executive Director. Only the Executive Director or designee is authorized to release information about current or former employees. Disclosure of information

to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

HOLIDAYS, VACATIONS AND LEAVES

Holidays

MPCS calendar reflects any and all holidays observed by the School. The following holidays are generally observed by public entities, including public schools and are considered unpaid days for all staff:

New Year's Day	Martin Luther King Jr. Birthday	President's Day
Memorial Day	Independence Day	Labor Day
Veteran's Day	Thanksgiving	Friday after Thanksgiving
Day before Christmas	Christmas Day	

Other days during the school year, such as days during the School's calendared breaks, shall not be paid time for nonexempt employees in active status. Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Executive Director. The employee will be paid if the religious holiday is taken as an earned paid leave day (i.e. personal necessity day, etc., as applicable). The employee will not be paid if the religious holiday is taken as a personal leave of absence day.

Unpaid Leave of Absence

MPCS recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by the School.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

During a Family and Medical Leave Act, California Family Rights Act leave and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins.

Sick Leave

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, the School offers paid sick leave to its employees. Sick leave is a benefit provided to employees as a cushion for incapacitation due to illness or injury. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) who must

receive preventative care or a diagnosis, treatment, or care for an existing health condition. Finally, an employee may take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Paid sick leave is available to all School employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment. Full-time employees accrue one (1) day of sick leave per month of scheduled work, where such days are granted to employees on July 1st of each fiscal year. Part-time employees who work fewer than forty (40) hours per week accrue a prorated amount of sick leave, but in no case shall be provided less than twenty-four (24) hours of sick leave per year.

Sick leave may only be used for the purposes specified in this policy. Accordingly, MPCS retains the right to request verification from a licensed health care provider for any extended absence due to illness or disability which equals three (3) or more consecutive calendar days. The School will not tolerate abuse or misuse of the sick leave privilege. If the School suspects abuse of sick leave, the School may require a medical certification from an employee verifying the employee's absence.

Employees must provide reasonable advance notification, either orally or in writing, if a need for paid sick leave is foreseeable. Further, employees should schedule medical appointments in a manner that does not interfere with their job duties whenever possible. If the need for paid sick leave is unforeseeable, the employee must provide notice for the leave as soon as practicable.

Employees are not allowed to draw against unearned/unaccrued sick leave. MPCS does not pay employees in lieu of unused sick leave and sick leave does not carry over from year to year.

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee's start date. Employees are required to use paid sick leave in minimum increments of no more than two hours.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by the School.

Personal Necessity Leave (PNL)

Full-time employees may use up to 24 hours of sick leave in cases of personal necessity upon prior approval. Personal necessity is defined as any of the following:

- Death or serious illness of a member of an employee's immediate family (this is in addition to Bereavement Leave);
- Accident involving an employee's person or property, or the person or property of a member of an employee's immediate family;
- Appearance in court as a litigant, or as a witness under official order;
- Adoption or foster placement of a child;

- The birth of a child making it necessary for an employee who is the parent of the child to be absent from their position during the work hours; and
- Business/personal matters which cannot reasonably be conducted outside the workday.

Employees must request PNL at least one (1) week in advance unless an emergency/unforeseen situation occurs. Approval shall be at the discretion of the School. PNL may not be used consecutively or to extend a vacation or holiday break. PNL may be used in one (1) hour increments. PNL is not vacation, does not carry over from year to year, and is not paid out upon separation from employment.

Extended Illness Leave

In order to be eligible for extended illness leave, employee must have worked at least twelve (12) months and worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the extended medical leave. This leave runs concurrent with FMLA and CFRA leave as outlined below, and would take place once all sick leave is exhausted.

Category 1: Differential Pay for Full-Time Certificated Employees for Extended Illness Leave

Full-time certificated employees may request five (5) months of extended illness leave paid at a differential pay rate (the employee's regular rate of pay less the cost for a substitute), excluding stipends. This leave does not accumulate and does not carry over to the subsequent year. Health insurance benefits are continued while in paid status and deducted from payroll. Extended leave will only be granted with a medical certification confirming the need for extended illness leave.

Category 2: Differential Pay for Full-Time Classified Employees for Extended Illness Leave

Full-time classified employees may request a maximum of five (5) months of extended sick leave paid at 50% of current salary rate. This leave does not accumulate and does not carry over to the subsequent year. Health insurance benefits are continued while in paid status and deducted from payroll. Extended leave will only be granted with a medical doctor's note confirming the need for extended illness leave.

Category 3: Differential Pay for Full-Time Certificated Management Employees for Extended Sick Leave (Including Principals and Vice Principals)

Full-time certificated management employees may request a maximum of five (5) months of extended illness leave paid at 50% of current salary rate. This leave does not accumulate and does not carry over to the subsequent year. Health insurance benefits are continued while in paid status and deducted from payroll. Extended leave will only be granted with a medical doctor's note confirming the need for extended illness leave.

Part-time certificated and classified employees may request a maximum of five (5) months of extended sick leave paid at 50% of current salary rate. Extended leave will only be granted with a medical doctor's note confirming the need for extended illness leave.

Family Care and Medical Leave

This policy explains how the School complies with the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA/CFRA leave in any twelve (12) month period for the purposes enumerated below.

- **Employee Eligibility Criteria:**

To be eligible for FMLA/CFRA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the leave and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of CFRA where the School must only have at least five (5) employees)..

- **Events That May Entitle an Employee To FMLA/CFRA Leave**

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA/CFRA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee’s newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School’s separate pregnancy disability policy).
 - a. A “serious health condition” is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - b. “Inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person

can be discharged or transferred to another facility and does not actually remain overnight.

- c. “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - d. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, or sibling for CFRA purposes.
 4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) -month period to provide said care. CFRA does not provide leave specific to caring for a service member.
 5. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.
- Amount of FMLA/CFRA Leave Which May Be Taken
 1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.
 2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the service member.
 3. The “twelve month period” in which twelve (12) weeks of FMLA/CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.
 4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School’s business activity

has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

- Pay during FMLA/CFRA Leave

1. An employee on FMLA/CFRA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period.
2. An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.
3. If an employee has exhausted his/her sick leave leave taken under FMLA/CFRA shall be unpaid leave.
4. The receipt of sick leave pay will not extend the length of the FMLA or CFRA leave. Sick pay accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

- Health Benefits

The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA/CFRA leave, and these provisions may change from time to time. The health benefits of employees on FMLA/CFRA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period.

When a request for FMLA/CFRA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

MPCS may recover the health benefit costs paid on behalf of an employee during his/her FMLA/CFRA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if

he/she works less than thirty (30) days after returning from FMLA/CFRA leave; and

2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA/CFRA leave, or other circumstances beyond the control of the employee.

- Seniority

An employee on FMLA/CFRA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA/CFRA leave will return with the same seniority he/she had when the leave commenced.

- Medical Certifications

1. An employee requesting FMLA/CFRA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School's request for certification) may result in denial of the leave request until such certification is provided.
2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee's health care provider to authenticate certification as needed.
3. If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
4. Recertification's are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

- Procedures for Requesting and Scheduling FMLA/CFRA Leave

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Executive Director. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA leave policy.
2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her

qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
 5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
 6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
 7. The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
 1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
 2. When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
 3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
 4. If an employee can return to work with limitations, the School will evaluate those

limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Employment during Leave

No employee, including employees on FMLA/CFRA leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without the School's written permission will be deemed to have resigned from employment at the School.

Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months, per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

- Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

- Events That May Entitle an Employee to Pregnancy Disability Leave

The four (4) month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for prenatal care.

- Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks). For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works

twenty (20) hours per week, “four months” means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks).

At the end or depletion of an employee’s pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

- Health Benefits

MPCS shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12) -month period. MPCS can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee’s failure to return from leave is for a reason other than the following:
 - The employee is taking leave under the California Family Rights Act.
 - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
 - There is a non-pregnancy related medical condition requiring further leave.
 - Any other circumstance beyond the control of the employee.

- Seniority

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

- Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
2. Recertifications are required if leave is sought after expiration of the time estimated by

the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

- Requesting and Scheduling Pregnancy Disability Leave

1. An employee should discuss and notifying Manzanita HR department. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy or a note outlining the expected dates of the pregnancy disability leave.
2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. When the pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return to Work

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:
 - a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
 - b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to

the employee if and when comparable positions become available during the sixty (60) day period.

A “comparable” position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee’s original position in terms of pay, benefits, and working conditions.

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. In accordance with MPCS policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Pay during Pregnancy Disability Leave

1. A Certificated Employee on pregnancy disability leave must exhaust all accrued paid leave and at the beginning of any Pregnancy Disability Leave period. After sick leave is exhausted, the employee may utilize a partial wage reduction benefit, and pay 100% of substitute employee wages and benefits out of their earnings (differential pay). A classified employee on pregnancy disability leave must exhaust all accrued paid leave and at the beginning of any Pregnancy Disability Leave period. After paid leave is exhausted, the employee may utilize a partial 50% wage reduction benefit.
2. The receipt of sick leave pay will not extend the length of pregnancy disability leave.
3. Sick leave accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- Employment during Leave

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School’s written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

Parental Leave

During any FMLA/CFRA leave for purposes of parental leave, and after paid leave has been exhausted, certificated employees may receive differential pay (the difference between the employee’s salary and the salary paid to the substitute), and classified employees may receive 50%

of their regular wages.

Industrial Injury Leave (Workers' Compensation)

MPCS, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure employees receive any worker's compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to the Executive Director;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Executive Director; and
- Provide the School with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.

It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. MPCS, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems (EMS) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Executive Director and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

Military and Military Spousal Leave of Absence

MPCS shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 (“USERRA”). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee’s health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued paid time off as wage replacement during time served, provided such paid time off accrued prior to the leave.

Except for employees serving in the National Guard, MPCS will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

MPCS shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee’s military spouse will be on leave from deployment, and (2) documentation certifying that the employee’s military spouse will be on leave from deployment during the time that the employee requests leave.

Funeral/Bereavement Leave

Full-time employees are entitled to funeral/bereavement leave of absence of three (3) days, or up to five (5) days *if* travel exceeds 300 miles one way, for the death of any member of the employee’s immediate family, and to such additional days thereafter as the School may allow. All bereavement leave must be completed within three (3) months of the date of death of the person.

No deduction shall be made from the salary of such employee, nor shall such leave be deducted from any other leave category, which may be utilized for this purpose in addition to bereavement

leave.

Members of an immediate family are defined as follows: child, spouse, domestic partner, mother/father of employee or spouse of employee, grandmother/grandfather of employee or spouse of employee, son (in-law), daughter (in-law), grandchild (in-law), brother or sister of employee or spouse of employee, aunt/uncle of the employee or spouse of employee, niece/nephew, step relatives, foster children, foster parents, or any other relative living in the immediate household.

If any employee requires more than three (3) to five (5) days off for bereavement leave, the employee may request additional unpaid leave or may request to use up to five (5) days of accrued sick time, which may be granted at the discretion of the School.

Jury Duty or Witness Leave

For all exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to perform work duties as assigned. For all nonexempt employees, the School will pay for up to three (3) days if an employee is called to serve on a jury.

Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay.

When possible, an employee requesting time off to vote shall give the Executive Director at least two (2) days notice.

School Appearance and Activities Leave

As required by law, MPCS will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of MPCS, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused paid leave to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) workdays off in a twelve (12)-month period.

To be eligible for bone marrow or organ donation leave ("Donor Leave"), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation, may be paid provided the employee uses five (5) days of accrued paid leave for bone marrow donation and two (2) week's of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

Victims of Abuse Leave

MPCS provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, stalking or other crimes. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, that of the employee's child or children or when a person whose immediate family member is deceased as the direct result of a crime. A crime includes a crime or public offense that would constitute a misdemeanor or felony if the crime had been committed in California by a competent adult, an act of terrorism against a resident of California (whether or not such act occurs within the state), and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic

violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide MPCS with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide MPCS one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, MPCS will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact the Executive Director.

Returning From Leave of Absence

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Executive Director thirty (30) days' notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If an employee needs further information regarding Leaves of Absence, they should be sure to consult the Executive Director.

DISCIPLINE AND TERMINATION OF EMPLOYMENT

Rules of Conduct

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only and applies to all employees of the School; other types of conduct that threaten security, personal safety, employee welfare and the School's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of the School. If an employee is working under a contract with the School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
3. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
4. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
5. Fighting or instigating a fight on School premises.
6. Violations of the drug and alcohol policy.
7. Using or possessing firearms, weapons or explosives of any kind on School premises.
8. Gambling on School premises.
9. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
10. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record a clock card.
11. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
12. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
13. Excessive absenteeism or tardiness excused or unexcused.
14. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
15. Immoral or indecent conduct.
16. Conviction of a criminal act.
17. Engaging in sabotage or espionage (industrial or otherwise)
18. Violations of the sexual harassment policy.

19. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
20. Sleeping during work hours.
21. Release of confidential information without authorization.
22. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
23. Refusal to speak to supervisors or other employees.
24. Dishonesty.
25. Failure to possess or maintain the credential/certificate required of the position.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

Off-Duty Conduct

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. MPCS shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Termination of Employment

Should it become necessary for an employee to terminate their at-will employment with the School, employees should notify the Executive Director regarding their intention as far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

When an employee terminates their at-will employment, they will be entitled to all earned but unused vacation pay. If an employee is participating in the medical and/or dental plan, they will be provided information on their rights under COBRA.

References

All requests for references and employment verifications must be promptly directed to the Executive Director or Principal. When contacted for a reference or employment verification, MPCS will provide information concerning dates of employment and the title of the last position held. Other employees may not provide any employment verifications or act as a reference for any other employees.

INTERNAL COMPLAINT REVIEW

The purpose of the “Internal Complaint Review Policy” is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Executive Director or Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School’s “Policy Prohibiting Unlawful Harassment.”

Open Door Policy

MPCS wishes to provide the most positive and productive work environment possible. To that end, it has an open-door policy where it welcomes employee questions, suggestions or complaints relating to the job, conditions of employment, the School or the treatment employees are receiving. Other than in situations involving harassment (as outlined and described above), please initially contact the Executive Director with questions or concerns. If the situation is not resolved to an employee’s satisfaction, please contact the Board in writing, who will further investigate the issue.

Internal Complaints

(Complaints by Employees Against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Executive Director or designee:

1. The complainant will bring the matter to the attention of the Executive Director as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Executive Director or designee will then investigate the facts and provide a solution or explanation. The Executive Director will fully document the facts of the complaint, the statements of all parties identified in the complaint, and the disposition of the complaint;
3. If the complaint is about the Executive Director, the complainant may file his or her complaint in a signed writing to the President of the School’s Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third-party investigator on behalf of the Board. The Board President or investigator will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee’s satisfaction.

However, the School values each employee's ability to express concerns and the need for resolution without fear of adverse consequence to employment.

Policy for Complaints Against Employees
(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Executive Director or Board President (if the complaint concerns the Executive Director) as soon as possible after the events that give rise to the complainant's concerns.

The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, Executive Director (or designee) shall abide by the following process:

1. The Executive Director or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint. The Executive Director will fully document the facts of the complaint, the statements of all parties identified in the complaint, and the disposition of the complaint.
2. In the event that the Executive Director (or designee) finds that a complaint against an employee is valid, the Executive Director (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Executive Director (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Executive Director's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of the School. The decision of the Board shall be final.

General Requirements

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the Executive Director) or the Executive Director or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

AMENDMENT TO EMPLOYEE HANDBOOK

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

MPCS reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

APPENDIX A

HARASSMENT COMPLAINT FORM

It is the policy of the School that all of its employees be free from harassment. This form is provided for you to report what you believe to be harassment, so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment.

If you are an employee of the School, you may file this form with the Executive Director or Board President.

Please review the School's policies concerning harassment for a definition of harassment and a description of the types of conduct that are considered to be harassment.

MPCS will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged harasser.

In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.

Charges of harassment are taken very seriously by the School both because of the harm caused to the person harassed, and because of the potential sanctions that may be taken against the harasser. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe sexually harassed you or someone else:

List any witnesses that were present:

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant

Date

Print Name

APPENDIX B
INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant

Date: _____

Print Name

APPENDIX C



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

APPLICATION FOR TRANSFER TO HIGHER SALARY CLASSIFICATION

PLEASE COMPLETE AND RETURN TO

Suzanne Nicastro

By
April 1

DATE: _____

NAME: _____

PRESENT SALARY CLASSIFICATION \$ _____

SALARY CLASSIFICATION TO WHICH YOU WISH TO TRANSFER TO \$ _____

LIST ANY CREDENTIALS FOR WHICH YOU ARE CURRENTLY WORKING: _____

Are you taking any College or University courses toward your CLAD or BCLAD certificate?

Yes No Not Applicable

Total units recorded after your bachelors: _____

Total units listed below but not recorded: _____

The information to be completed below pertains to any credits/courses completed prior to June 30th.

Any credits/courses completed after June 30th will be applied to the following Fiscal Year.

COURSE TITLE Completed/Proposed	COURSE # Upper Division Only	COLLEGE/UNIVERSITY	COMPLETION DATE	UNITS Semester/Quarter

FOR OFFICE USE ONLY

ADDITIONAL UNITS EARNED:

SEMESTER: _____

QUARTER: _____

DEGREE/CREDENTIAL EARNED:	MA/MS	PHD	CLAD	BCLAD
APPROVED BY:	<hr/>			DATE: <hr/>
SENT TO:	PAYROLL	HR	PERSONNEL FILE	

APPENDIX D



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FIXED TERM EMPLOYMENT AGREEMENT Between MANZANITA PUBLIC CHARTER SCHOOL & EMPLOYEE

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the employee ("Employee") and the Governing Board ("Board") of Manzanita Public Charter School ("MPCS"), a California public charter school approved by the Lompoc Unified School District ("District"). The Board desires to hire employees who will assist MPCS in achieving the goals and meeting the requirements of MPCS's charter. The parties recognize that MPCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The Board desires to engage the services of the Employee for purposes of assisting MPCS in implementing its purposes, policies, and procedures.

WHEREAS, MPCS and Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. MPCS has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.* MPCS has been duly approved by the District, according to the laws of the State of California.
2. Pursuant to Education Code section 47604, MPCS has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, MPCS is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of MPCS, and the employee signing below expressly recognizes that he/she is being employed by MPCS and not the District.
3. Pursuant to Education Code section 47610, MPCS must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts

except as specified in Education Code section 47610.

4. MPCCS shall be deemed the exclusive public school employer of the employees at MPCCS for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

Employee shall work in the position of classroom teacher. Employee will perform such duties as MPCCS may reasonably assign and Employee will abide by all School policies and procedures as adopted and amended from time to time. Employee further agrees to abide by the provisions of MPCCS's charter.

A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of MPCCS.

2. Term and Work Schedule

Subject to Section C, "Termination of Agreement" herein, MPCCS hereby **employs employee for a term of one (1) year.**

Workdays for Employee shall be consistent with the applicable calendar of workdays for this position.

The current year schedule is attached and incorporated by reference herein.

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 MPCCS.

3. Compensation

Employee will receive a **base salary and additional stipend of \$1,500 for master's degree** paid monthly from which the Board shall withhold all statutory and other authorized deductions. Employee's compensation may be prorated depending on whether Employee remains employed, or in active work status, for all scheduled work days of the position.

4. Employee Benefits

Employee shall be entitled to participate in designated employee benefit programs and plans established by MPCCS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be amended and modified by MPCCS in its sole discretion.

5. Performance Evaluation

Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate Employee shall not prevent MPCS from disciplining or dismissing Employee in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at MPCS shall only be as specified in this Employment Agreement, MPCS's charter, the Charter Schools Act and MPCS's Employee Handbook, which from time to time may be amended and modified by MPCS. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with MPCS.

7. **Licensure**

Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **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 he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician that he/she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

10. **Conflicts of Interest**

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 his/her employment with MPCS.

11. Outside Professional Activities

Upon obtaining prior written approval of the Executive Director, 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.

C. TERMINATION OF AGREEMENT

This Agreement may be terminated by any of the following:

- a. **Termination for Cause:** 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 Personnel Policies, or Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above-mentioned and incorporated by reference job specification.

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 Employee. Employee shall have the right to a representative of his/her choice at a conference with the Board. Such conference shall be Employee's exclusive right to any hearing otherwise required by law. Any decision regarding termination shall be final.

- b. **Revocation/Nonrenewal of Charter:** In the event that the MPCS charter with the District 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 b above.
- c. **Death or Incapacitation of Employee:** The death of Employee shall terminate this Agreement and all rights provided under this Agreement. In the event that Employee becomes incapacitated to the extent that, in the judgment of the Board, Employee may no longer perform the essential functions of his/her job with reasonable accommodation, as set forth in the job specifications, the Board may terminate this Agreement.

- D. **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.

E. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions herein will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

Unapproved Revised [Insert Date]



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Manzanita Public Charter School Governance Board July 2022- June 2023 Board Meeting Schedule

All meetings are held at Manzanita Public Charter School
 Staff Lounge
 991 Mountain View Blvd,
 Vandenberg Air Force Base, CA 93437

DAY	DATE	TIME
JULY 2022 – NO MEETING (SUMMER BREAK)		
Wednesday	August 3, 2022	4:00 PM 3:30 PM
Wednesday	September 7, 2022	4:00 PM 3:30 PM
Wednesday	October 5, 2022	4:00 PM 3:30 PM
Wednesday	November 2, 2022	4:00 PM 3:30 PM
Wednesday	December 7, 2022	4:00 PM 3:30 PM
Wednesday	January 18, 2023	4:00 PM 3:30 PM
Wednesday	February 1, 2023	4:00 PM 3:30 PM
Wednesday	March 1, 2023	4:00 PM 3:30 PM
Wednesday	April 5, 2023	4:00 PM 3:30 PM
Wednesday	May 3, 2023	4:00 PM 3:30 PM
Wednesday	June 14, 2023	4:00 PM 3:30 PM



Proposed Budget for 2022/2023 – June 15, 2022

BUDGETS PROPOSED FOR 2022/2023

BUDGETS PRESENTED FOR APPROVAL:

- **Manzanita General Fund**
- **Manzanita Restricted Funds :**
 - **Special Education Fund**
ELOP Expanded Learning Opportunity Program (new)
Transitional Kindergarten (new)
ESSER and GEER Funds for Covid Relief (ongoing)

GENERAL FUND BUDGET 2022/2023

Attachment G

- **Summary of Revenues:**

- Overall LCFF (State Funds) : \$4,220,680
- ADA used for this proposed budget is 410. This includes additional COLA of 6.56%
- Overall total funding: \$4,574,216 general fund budget

- **Summary of Expenses** : Summary of proposed spending for 2022/203 are outlined below. These are categories that may be increased compared to our normal spending budget due to additional funding:

- **Salaries/Benefits:**

- Added 6% salary increases, increases to pensions and health/welfare. \$200,000
- Added instructional aide for TK \$24,000
- Maintains status quo for outdoor learning certificated teacher, STEAM teacher,
- Added and support for EL training, assessments and literacy groundwork.

- **Supplies:** Maintains a budget for classroom supplies, supplemental materials paid with Title I, online platforms totalling \$85,000

- **Professional Development** – Maintains \$35,000 to budget for continued work for new principal and staff for 22/23

- **Contracts** – Added back office charter fiscal support, adds \$5,000 to legal support for charter expansion grades 7-8, adds \$8,000 to audit contracts for single federal audit,

- **Transportation** – Added increase of 8% to home-school transportation due to increased contractual. Removes charter support of field trips and shifts this back to parent support.

Manzanita Public Charter School Proposed Budget for 2022/2023 _ General Fund Presented to Board June 15, 2022						
	General Fund	2nd Interim Draft 2021/2022 5.07 %COLA	Comments / Assumptions	BUDGET PROPOSED FOR 2022/2023 6.56% COLA TBD	Multi Year Projections 2023/2024 5.38% COLA	Multi Year Projections 2024/2025 3.64% COLA
Revenues:		ADA 405	REDUCED ADA 2nd Interim/MYP	ADA 410	ADA 410	ADA 410
	LCFF Revenues	3,903,420	Updated to latest LCFF Calc Ver 22.2B	4,220,680	4,428,733	4,588,702
	Federal Revenue	255,356	21/23 - includes only ongoing regular federal funds (non covid related)	253,793	253,793	253,793
	Other State Revenue	82,960		81,743	81,743	81,743
	Other State - Educator Effectiveness	39,000	Year 1 of Educator Effectiveness	-	-	-
	Other Local Revenue	30,880		18,000	18,000	18,000
	Total Revenues	4,311,616		4,574,216	4,782,269	4,942,238
Expenditures:						
	Salaries	3,067,304		3,422,342	3,367,342	3,412,342
	Books and Supplies	95,000	Over budgeted based on actuals	110,000	120,000	130,000
	Services, Contracts	266,938	Over budgeted based on actuals	384,473	389,440	390,429
	Utilities	63,500		63,500	63,500	63,500
	Facility/ Repairs	20,000		20,000	10,000	10,000
	Technology and Equipment	33,000		33,000	33,000	33,000
	Transportation	473,104		493,318	493,318	493,318
	Special Ed	200,000	Estimated contribution from General Fund	200,000	200,000	200,000
	District Fees	117,103		126,620	132,862	137,661
	Educator Effectiveness Grant 21/22	39,000		-	-	-
	Federal REAP Grant Expense	30,000		20,000	20,000	20,000
	Total Expenditures	\$ 4,404,949		\$ 4,873,253	\$ 4,829,462	\$ 4,890,250
	Surplus (deficit)	(93,333)		(299,037)	(47,193)	51,988
				-	-	-
	<i>Note : Operating Reserves includes PPP Loan, forgiven Oct 2021</i>					
	Beginning Fund Balance	1,977,647	Unaudited Actuals 06/30/21	1,884,315	\$ 1,585,278	\$ 1,619,828
	Ending Balance	\$ 1,884,315		\$ 1,585,278	\$ 1,538,085	\$ 1,671,816
Reserve %		42.8%		32.5%	31.8%	34.2%
		Proposed 2nd Interim		MYP 2022/2023	MYP 2023/2024	MYP 2023/2024
	Fund Balance Recap	\$ 1,884,315		\$ 1,585,278	\$ 1,538,085	\$ 1,671,816
	Reserves - Unrestricted	\$ 1,395,851		\$ 1,064,033	\$ 1,019,906	\$ 1,149,382
	Reserves - Economic Uncertainty 4%	\$ 176,198		\$ 194,930	\$ 193,178	\$ 195,610
	Reserves - Restricted RRMA	\$ 132,148		\$ 146,198	\$ 144,884	\$ 146,707
	Reserves - Restricted SPED	\$ 180,117		\$ 180,117	\$ 180,117	\$ 180,117
	Unrestricted Reserves %	35.69%		25.8%	25.1%	27.5%

GENERAL FUND STAFFING 2022/2023

Attachment G

- **Classroom Teachers – 18 (includes +1 TK)**
- **Certificated Administrators – 2.5**
- **Teacher Tutors – 4 total (includes 1 PE, 3 classroom)**
- **TOSA / ELD Coordinator – 1.5 (3 part time positions @ .5 each)**
- **Substitute Teachers (on site daily) - 1**
- **Stipends for committee and class size reduction (Certificated)**
- **Yard Supervision - varies**
- **ART, Dance, Drama TOSA - 1**
- **Health Assistant (1)**
- **Custodial and Operations (3)**
- **Clerical (Front Office, Purchasing, Fiscal and Business Office)**
- **Total costs including earnings, pensions, health insurance, unemployment, workmans compensation, social security, medicare**
- **Percentage of revenues: 74% (shows how much of our revenues are used for salaries and benefits)**

Attachment G

Manzanita Public Charter School						
Special Ed Budget						
2022/2023						
			Adopted 2021/2022	Revisions 2021/2022	Proposed	Date Prepared: 06/15/22 Nancy Dow
			Budget 2021/2022	Budget 2021/2022	Budget 2022/2023	Comments
Revenues:						
		SPED State Funding	157,341	179,326	221,712	Funding Model Plan A 4/22/22
		SPED Misc / Prior Year	-	581	-	Funding Model from Selpa Feb 2022
		SPED Property Tax Local Funding	98,000	107,563	107,563	Funding Model Plan A 4/22/22
		SPED Federal PL 94-142	70,000	70,950	72,936	Funding Model Plan A 4/22/22
		Mental Health 6512	14,000	14,359	15,486	Funding Model Plan A 4/22/22
		SPED - One Time Covid (State)		29,523	-	ADR & LLM - New one time State funds
		SPED - One Time Covid ARP (Fed)		15,724	-	American Recsue FED - New one time Fed
		SELPA Offset Expenses	(2,171)	(2,171)	(2,133)	Regional costs offset from Selpa
		Total Revenues	337,170	415,855	415,564	-
Expenditures:						
	SACS	Salaries:				
	1000-3000	Salaries & Benefitis	481,982	503,863	573,867	Salaries updated w/6%
		Total Salaries	481,982	503,863	573,867	
		Other Costs:				
	5800	Consultants/Legal	4,500	4,500	4,500	
	5800	Regional Costs	7,500	-	-	Included in SELPA funding model \$2171
	4300	Materials & Supplies	8,500	8,500	12,000	
	5800	Professional Development	8,500	8,500	12,000	
		Total Other Costs	29,000	21,500	28,500	-
		Total Expenditures	510,982	525,363	602,367	-
		Surplus (Deficit)	(173,812)	(109,508)	(186,803)	Significantly lower - may effect MOE
Beginning Balance - Budgeted from Charter Fund			\$ 200,000	\$ 200,000	\$ 200,000	
Note: Budget includes 1 teacher tutors, 3 IA's, 50% Admin Asst, 1 resource, 2 psychologists, 1 speech, 1 Cert Admin						

RESTRICTED BUDGETS – ELOP

ELOP Budget – Expanded Learning Opportunity Program.

Manzanita received \$159,157 ELOP funding in this current year 2021/2022 \$25,000 will be spent on the summer sports program June 2022 The rest will be a 'carryover' of money to next year and will be included in the 2022/2023 ELOP Budget. This will facilitate the plans to implement this program on campus.

The estimated ELOP Budget for 2022/2023 = \$134,157 + \$337,500 = **\$471,657**

Here is what is proposed for ELOP now:

TK Expanded Day (2 hrs x 4 days) **\$20,000** (2 part time IA's)

Summer Float Program : **\$2,375** (1 certificated teachers hourly and supplies)

The ELOP budget will be further developed in the Fall and updated budgets will be brought to the Board meeting in August 2022

See next slide for budget approval

MPCS Fiscal Year 2022/2023			Expanded Learning	Expanded Learning
Budget vs Actual Expanded Opp Learning Program ELOP		Resource Code	2600	2600
Carryover from 2021/2022	2600	\$	134,157	\$ 134,157
Funding 2022/2023 (Estimated)	2600	\$	337,500	\$ 337,500
Total funding available 7/1/22		\$	471,657	\$ 471,657
Expenses	Object Code		Budget	Actual
Salaries/Benefits	1000-3000		\$ 23,475	
Materials/ Supplies	4301		\$ 500	
Transportation	5813			
Contracts with other agencies	5805			
Budget for 22/23 as of June		\$	23,975	
Left to spend in 22/23 and beyond		\$	447,682	
NOTES: 2023/2024 will begin with a "Summer Float Program" paid with ELOP funds to reach students during the summer months with an online reading program, spirited by our Special Education Resource teacher Marissa Higgs. Then in the Fall 2022, Manzanita will offer a 2 hour expanded day for TK only. This costs are reflected in the budget above and more will follow in the FALL as the program expands.				
General direction from the CDE on this money is make strides towards extended learning opportunity and will include enrichment programs such as art, music, dance, etc throughout the 22/23 and 23/24 school years. Manzanita will strive to reach compliance of the ELOP program by the due date of June 2024				

RESTRICTED BUDGETS – TRANSITIONAL KINDERGARTEN (TK)

Transitional Kindergarten (TK) Budget

The State of California is providing two sources of revenues for TK.

1. **UPK** is a planning and implementation grant (see board agenda item). The amount Manzanita will receive is \$58,440. The spending plan for this budget includes supplies, professional development, furniture and other costs and spreads over 2 years.

See budget on next slide to approve

2. The Local Control Funding Formula (LCFF) adds \$2,813 per TK Student to the 2022/2023 budget. Manzanita is planning on enrolling 20 students. 100% of this will be to cover the additional support in the classroom due to the new regulations mandating the adult/student ratio is 12:1.

Budget : \$53,447 which is included in the general fund budget.

Manzanita Public Charter			
Universal Kindergarten Grant			
Budget for 2022/2023			
			Comments
Entitlement	\$58,440		
Expenses:	Year 1	Year 2	
	2022/2023	2023/2024	
Salaries			
Benefits			
Supplies	\$ 12,000	\$ 12,000	Start up and TK classroom supplies
Professional Development	\$ 12,000	\$ 12,000	Credentialing
Furniture/Facilities	\$ 6,000	\$ 4,440	Furniture and Start up Costs
Total	\$ 30,000	\$ 28,440	
Timeline : 06/30/2024		\$ 58,440	
<i>Note : This budget may be modified in the Fall 2024</i>			

The California Prekindergarten Planning and Implementation Grant – Allocation, also known as the California UPK P&I Grant: ☞ This grant requires the State Superintendent of Public Instruction (SSPI) to allocate \$200 million to LEAs and county offices of education (COEs) as base grants, enrollment grants, and supplemental grants for specified purposes, including workforce development, based on 2021–22 kindergarten enrollment numbers. **LEAs must develop plans by June 30, 2022, for board consideration.** ☞ Funds can be used for costs associated with CSPP, TK, or kindergarten programs to **establish or strengthen partnerships with other pre-K providers, including Head Start, and for recruitment and hiring, training,**

RESTRICTED BUDGETS COVID RELIEF FUNDS - ONGOING

Attachment G

ESSER and GEER Covid Relief Funds – Carryover of revenues to 2022/2023 :

- **Supplies for learning loss program (ESSER III)**
 - **Professional Development for learning loss (ESSER III)**
 - **On site School Counselor (ESSER II)**
 - **TOSA to address learning loss (STEAM) (ESSER III)**
 - **TOSA Outdoor Education for learning loss (ESSER III)**
 - **Total for 2022/2023 : ESSER II \$84,462 and ESSER III \$388,637 = \$473,099**
 - **See next slide for budget to approve**
-

Covid Relief Funds Budgets			
Fiscal Year July 1, 2022- June 30, 2023			
	ESSER II	ESSER III	Comments
	3212	3213 & 3214	
Revenues/Carryovers from 2021/2022	\$84,462	\$388,637	Estimated
Expenses:			
Certificated Salaries and Benefits		\$ 225,000	Outdoor education and STEAM Year 2 (Finial year paid with funds from Covid relief)
Classified Salaries and Benfits	\$ 74,623	\$ 74,623	School Counselor Year 2
Technology Support			
Classroom Materials	\$ 9,839	\$ 25,000	Outdoor Education and STEAM supplies
Contracts		\$ 64,014	Renew assessment tools, continued addressing learning loss through PD
Facilities	\$ -		
Total	\$ 84,462	\$ 388,637	
Carryover to 23/24	\$0	\$0	

WHAT TO EXPECT AT THE AUGUST 2022 BOARD MEETING

- Approval of 2022/2023 One Time Budgets
- Approval of the 2022/2023 ESSA Budgets (Federal Funds)
- Update on LCFF Funding including any changes with the State Budget
- Update on closing of 21/22 and ending fund balances
- Preliminary view of the Unaudited Actuals for June 30, 2022.

THANK YOU AND HAVE A GREAT
SUMMER!!!



**ITEM TITLE: Budget Adoption for 2022/2023**

AGENDA TITLE Same

BACKGROUND:

Attached is a summary of the General Fund budget that will be presented at the meeting tomorrow. There are some additional budgets pending and everything will be in a power point at the meeting.

The General Fund budget includes an increase in the LCFF Revenue of 6.56%. It is very likely the base grant will be increased once the State of California passes the budget tomorrow June 15th.

The budget shows a deficit of \$299,037 for 22/23, which is due to the 6% salary increase, transportation increases, additional supplies, and staffing. In addition to the increase of the LCFF base grant, there is approximately 8 billion dollars pending in the State Budget for one time uses. Once this is passed statewide and the information is disseminated, Manzanita may be able to cover the 22-23 deficits with additional funds received.

Due to the high reserves Manzanita has maintained, this budget will be drawing from the surplus of over 40% in the fund balance. Looking to the future two years, the deficit is reduced until may eventually become a surplus in 24/25.

Additionally, the Board will approve the Special Ed budget, Covid Relief Funds (ESSER, GEER, ELOG), and new funding for TK and Expanded Learning at the meeting.

RECOMMENDATION: Approve Budgets

RESOURCE PERSON: Suzanne Nicastro, Nancy Dow

FISCAL IMPACT: \$5,000,000-\$5,800,000 total available to spend in 22/23

FUNDING SOURCE: State of Calif., Federal, Local

Manzanita Public Charter School Proposed Budget for 2022/2023 _ General Fund Presented to Board June 15, 2022						
	General Fund	2nd Interim Draft 2021/2022 5.07 %COLA	Comments / Assumptions	BUDGET PROPOSED FOR 2022/2023 6.56% COLA TBD	Multi Year Projections 2023/2024 5.38% COLA	Multi Year Projections 2024/2025 3.64% COLA
Revenues:		ADA 405	REDUCED ADA 2nd Interim/MYP	ADA 410	ADA 410	ADA 410
	LCFF Revenues	3,903,420	Updated to latest LCFF Calc Ver 22.2B	4,220,680	4,428,733	4,588,702
	Federal Revenue	255,356	21/23 - includes only ongoing regular federal funds (non covid related)	253,793	253,793	253,793
	Other State Revenue	82,960		81,743	81,743	81,743
	Other State - Educator Effectiveness	39,000	Year 1 of Educator Effectivness	-	-	-
	Other Local Revenue	30,880		18,000	18,000	18,000
	Total Revenues	4,311,616		4,574,216	4,782,269	4,942,238
Expenditures:						
	Salaries	3,067,304		3,422,342	3,367,342	3,412,342
	Books and Supplies	95,000	Over budgeted based on actuals	110,000	120,000	130,000
	Services, Contracts	266,938	Over budgeted based on actuals	384,473	389,440	390,429
	Utilities	63,500		63,500	63,500	63,500
	Facility/ Repairs	20,000		20,000	10,000	10,000
	Technology and Equipment	33,000		33,000	33,000	33,000
	Transportation	473,104		493,318	493,318	493,318
	Special Ed	200,000	Estimated contribution from General Fund	200,000	200,000	200,000
	District Fees	117,103		126,620	132,862	137,661
	Educator Effectiveness Grant 21/22	39,000		-	-	-
	Federal REAP Grant Expense	30,000		20,000	20,000	20,000
	Total Expenditures	\$ 4,404,949		\$ 4,873,253	\$ 4,829,462	\$ 4,890,250
	Surplus (deficit)	(93,333)		(299,037)	(47,193)	51,988
				-	-	-
Note : Operating Reserves includes PPP Loan, forgiven Oct 2021						
	Beginning Fund Balance	1,977,647	Unaudited Actuals 06/30/21	1,884,315	\$ 1,585,278	\$ 1,619,828
	Ending Balance	\$ 1,884,315		\$ 1,585,278	\$ 1,538,085	\$ 1,671,816
Reserve %		42.8%		32.5%	31.8%	34.2%
Proposed 2nd Interim				MYP 2022/2023	MYP 2023/2024	MYP 2023/2024
	Fund Balance Recap	\$ 1,884,315		\$ 1,585,278	\$ 1,538,085	\$ 1,671,816
	Reserves - Unrestricted	\$ 1,395,851		\$ 1,064,033	\$ 1,019,906	\$ 1,149,382
	Reserves - Economic Uncertainty 4'	\$ 176,198		\$ 194,930	\$ 193,178	\$ 195,610
	Reserves - Restricted RRMA	\$ 132,148		\$ 146,198	\$ 144,884	\$ 146,707
	Reserves - Restricted SPED	\$ 180,117		\$ 180,117	\$ 180,117	\$ 180,117
	Unrestricted Reserves %	35.69%		25.8%	25.1%	27.5%

2022-23 LCAP GOALS/ACTIONS

MANZANITA COMMUNITY INPUT

LCAP WORK

LCAP= Local Control Accountability plan is a plan that is AUDITED so as to determine Manzanita spent State and Federal money appropriately

PRIMARY PURPOSE OF LCAP: IMPROVE INSTRUCTION

FOCUS OF LCAP: Student achievement-with a particular focus on State identified subgroups: socio-economically disadvantaged; EL learners, and foster care scholars

The LCAP is written and organized around schoolwide GOALS and ACTIONS

The June 15, 2022, work involves reviewing recommended ACTIONS from all community members to help Manzanita's Governance Board review and approve final LCAP version.

LCAP HIGHLIGHTS

Win Time-Reading focus and achievement

Essential Enrichment class opportunities for all

Re-establishment of grade level PLC's

Establishment of Intervention Team

Re-establishment of Literacy Team

DOD/Prop 51 Facilities Grant

Re-establishment of MTSS model

Academic and enrichment focused summer school program

Extended Day Learning-with Math standards focus

A return to Field trips across all grade levels

LEA Fiscal transition to charter management organization (DMS)

RECOMMENDED INSTRUCTIONAL ACTIONS FOR NEXT 3 YEARS

GOAL 1 Continued improvement of assessment and intervention programs, opportunities for extended learning, And direct, targeted supports for unduplicated student groups in order to help close the achievement Gap.

Certificated and Classified Staff; School Site Council; MPCS families; Parent/Teacher/Scholar Advisory Board:

- Creation of an ELD team/Coordinator
- Designated EL lessons during WINTIME
- Purchase and implement additional EL curriculum (Benchmark frontloads core curriculum only)
- Implement systematic ELD-with focus on speaking and listening and writing
- Develop “push in” ELD model
- Clear road map and revised pacing guide for each grade level’s ELA and MATH curriculum that is aligned to state standards and SBAC
- Vertical grade level alignment with all reading, writing, and math standards
- Weekly or bi-weekly ELD progress monitoring
- AVID strategies (WICR and study skills) for all grades with specific grade level masteries; more AVID activities throughout the year
- DIBELS testing for all ELD learners
- Educational field trips for all grade levels
- Re-establish “whole child” educational models which include structured and unstructured play opportunities and high-quality enrichment programs
- Manzanita expansion to Grades 7 and 8
- GATE re-structuring to allow for classroom clusters and eventual elimination of combination classrooms
- Create Intervention team responsible for General Education progress monitoring bi-weekly
- Create grade level learning extension activities for families to use at home with their child
- Hire staff for extended day (not rely on classroom teachers)
- Established weekly “library time”

RECOMMENDED SCHOOL LEARNING CULTURE ACTIONS FOR NEXT 3 YEARS

GOAL 2

Create a healthy and engaging school environment by focusing on providing scholars with social Emotional/mental health supports provided by a trained staff, while also promoting positive attendance to bolster student achievement and well being.

Certificated and Classified Staff; School Site Council; MPCS families; Parent/Teacher/Scholar Advisory Board

- Create grade level syllabus for ELA and MATH and distribute at Back to School Night-special emphasis on military families
- ADD SEL based Art and ELA curriculum for all grade levels
- Block specified SEL instruction in master schedule
- Structured school wide incentives (rewards/prizes) that motivate/improve scholar behaviors
- Re-instate school uniform policies and guidelines-provide easy access to 'free uniforms' if needed
- Create a multi-tiered system of support (MTSS) team that includes parents, scholars, teachers, and support staff
- Create and use academic and social emotional language 'flash cards' with scholars
- Pairing older and younger scholars for academic and/or social emotional learning work
- Wednesday school "club" days for enrichment (cooking, yearbook, photography, landscaping, etc...)
- Mentor program (regular check-ins with a trusted adult) for SPED, Foster, and SED scholars
- Offer Social media/cellphone safety seminars for families and staff
- C.E.R.T training for all staff (Community Emergency Response Team)
- Partner with Boys Scouts and Girls Scouts for "badge work" with Outdoor Education and other classroom models teaching independence
- Intervention team responsible for General Education progress monitoring bi-weekly
- Calming corners in all classrooms
- Home/School liaison position with special focus on military, EL, homeless, and SED scholars
- Create a middle school outreach/mentoring program

Items highlighted are actions included in the 2022-23 I CAP

RECOMMENDED STAFF PROFESSIONAL DEVELOPMENT ACTIONS FOR NEXT 3 YEARS

GOAL 3

Staff engagement in valuable, high quality professional learning that assists in meeting the LEA's academic and Emotional goals.

Certificated and Classified Staff; School Site Council; MPCS families; Parent/Teacher/Scholar Advisory Board

- Peer teacher classroom observations-all grades
- AVID Summer Institute-Grades 2-6
- ELD training for all instructional staff
- National Building Operator's Management Seminar (NFMT) for maintenance team
- Charter School Leadership Intensive Seminar for Administration
- Benchmark Advance training on ELD strategies
- Ongoing SELPA trainings for instructional support staff
- Dibels training for Dibels Team
- Trauma informed teacher trainings
- Small instructional group training for classroom teachers and teacher/tutors
- John Hattie training for instructional staff

MPCS STAFFING LINEUP 2022-23

OFFICE STAFF ROLES

Teresa Gaona: CALPADS; OASIS; SPED scheduling;
Registrar

Joanne Johnson: Purchasing; CUMS; SBCEO Printing;
bank deposits; mail

Laura Cypert: HR/Payroll support

Ninette Height: Board documents/contracts

Mayra Saines: Health Assistant; discipline paperwork
and translations; Principal's calendar, SST scheduling;
registrar support; Website updates; front desk support
when needed, money counter

Airam Ramirez: Front desk; translations; Parent Square;
attendance; and monthly calendar, money counter



ESSENTIAL ENRICHMENT TEACHING STAFF

ESSENTIAL ENRICHMENT TEACHERS

Larry Kaml-ARTS

Michael Valverde: STEM

Halli Pedersen: Outdoor Education

TEACHER TUTOR

Cole Osborne

GRADE LEVEL TEACHING STAFF

TK

Chris Sajdak

Kinder

Alma
Camacho

Jason Larsh

Grade 1

Lexie
Richards

Carmen
Mangino

Kim Hurd
reading-
support

Grade 2

Tammy Clark

Jacob Lopez

Martha Garcia/
Steph Rossler

**Martha Garcia will have release time to track and monitor academic progress for all EL scholars as well as administer the ELPAC summative assessments. She will work with teachers and teacher tutors on developing a “push in” EL instructional model and, along with Dr. Burton, develop an EL site “TEAM” which meets regularly, with the Principal, to develop training and effective classroom approaches, along with regular progress monitoring efforts.

ENRICHMENT
TEACHING STAFF

Grade 3

Nichelle Wood

Jenny Klinedinst
Dr. Burton
(GATE cluster)

Grade 4

Kathy Guthrie

Robin Madden (GATE)

Becky Ranney

Grade 5

Ryan Prieto

Karina Gonzales

Robin Madden
(GATE)

Grade 6

Andi Wulfestieg

Kate Busarow (GATE cluster)

Jacquie Voorhees

**Jenny Klinedinst will have release time to monitor phonics progress using LEXIA and Scholastics first with K-5 scholars testing in yellow or red on STAR with all General Education scholars and work with teachers on this ongoing progress. She and Jim Albertson will be responsible for organizing, analyzing, and reporting trimester ELA results to Principal/governance board.

TEACHER TUTOR SUPPORT ROLES

Dr. Diane Burton: EL/3rd grade GATE support

Steph Rossler: 2nd grade and Martha Garcia
classroom support

Robyn Caplan: Grades 5 and 6 support

Jodi Parkinson: SPEECH/SPED support



INSTRUCTIONAL ASSISTANT ROLES

Natalie Villaseñor: SPED

Bailey Hill: Grades 3 and 4

Krystal Sanchez: First grade

Jessica Jacinto: Outdoor Ed and PE

Ashlyn Peterson: TK

Sarai Garcia-Galvaz: Kinder

Amelia Cervantes (2 hrs per day) Kinder

Josiah Willis. Recess and LUNCH sports activities; 4th grade

Randy Nichols: SPED



ADDITIONAL SUPPORT ROLES

Stacey Powell: Daily substitute teacher tutor

Kim Hurd: first grade reading support; TIPS support; ELA Benchmark-small group teacher coaching in classrooms; Theatre Arts support

Lisa Ritchie: School Nurse

Tiffany Cole: Kitchen Coordinator

Amelia Cervantes: food service (2 hours daily)

Luis Delgado (Maintenance)

Tony Slade (Maintenance)

Josh Wulfestieg (Maintenance)



EXEMPT ADMINISTRATIVE AND SPED ROLES

- Jim Albertson-Gen Ed intervention support/psychologist
- Marissa Higgs-Resource Teacher
- Jack Timmons: Speech
- Bob Altavilla: SPED Director
- Malia Mondragon: psychologist-SPED
- Beth Baldaccino: School Counselor
- Nancy Dow: Fiscal Director
- Kat Franson: Assistant Principal
- Channon Mitchell: Principal
- Froemming/Nicastro: Superintendent



MANZANITA'S SUBSTITUTE TEACHERS

Karen Terrones

Jessica Orozco

Robert Wolf

Rena Lang

Karen Cobb-substitute classified

Attachment H, I, N and P



LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Manzanita Public Charter School

CDS Code: 42 69229 0116921

School Year: 2022-23

LEA contact information:

Suzanne Nicastro

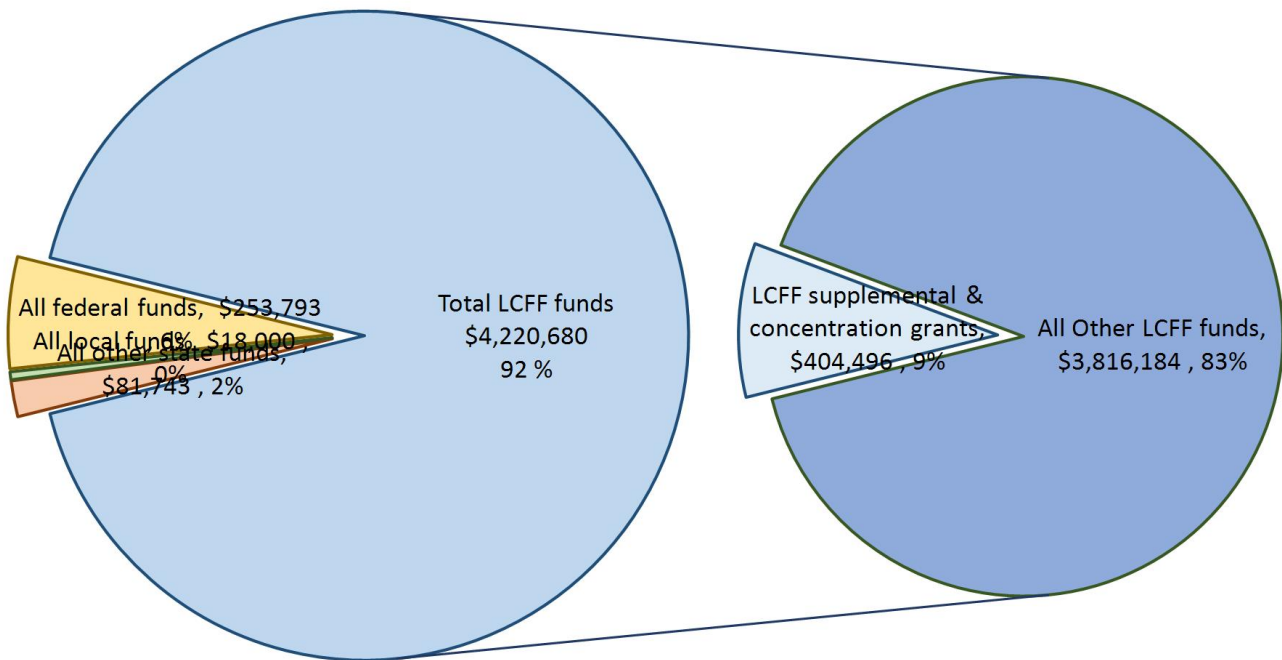
Superintendent/Principal

(805) 734-5600

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2022-23 School Year

Projected Revenue by Fund Source



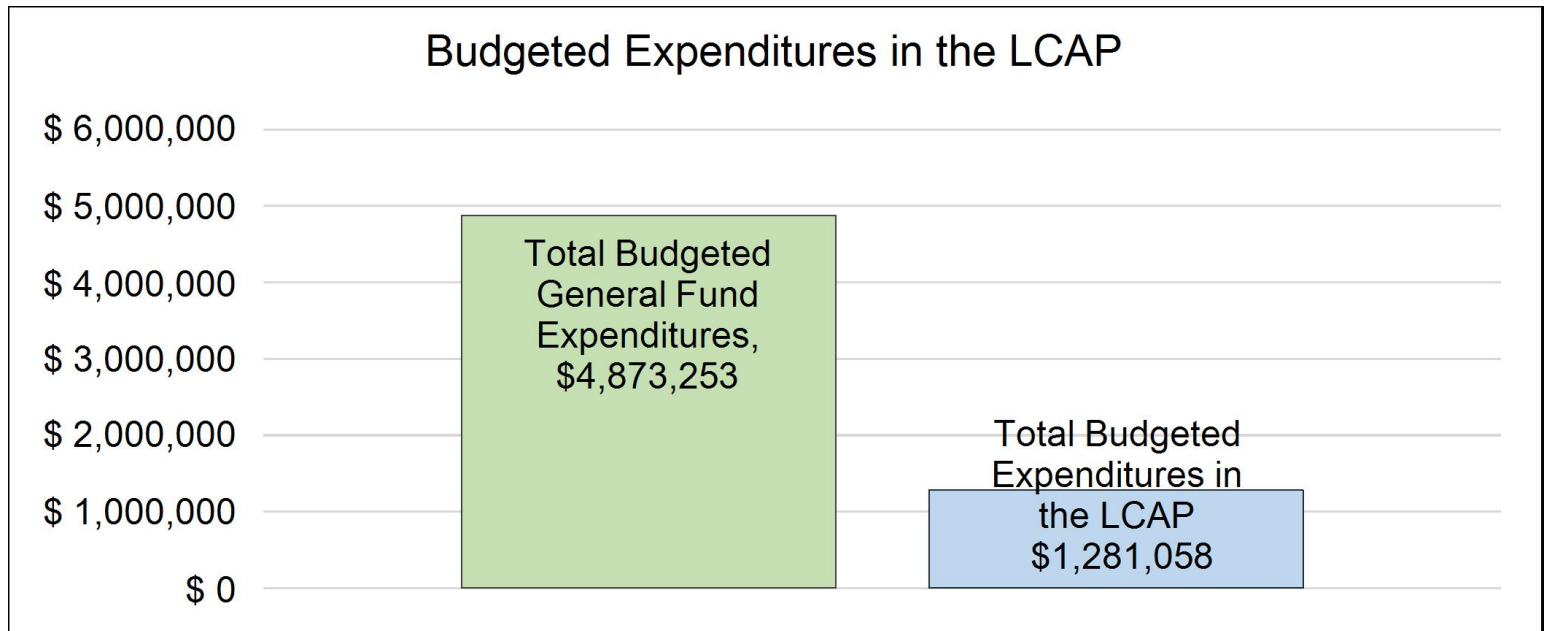
This chart shows the total general purpose revenue Manzanita Public Charter School expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Manzanita Public Charter School is \$4,574,216, of which \$4,220,680 is Local Control Funding Formula (LCFF), \$81,743 is other state

funds, \$18,000 is local funds, and \$253,793 is federal funds. Of the \$4,220,680 in LCFF Funds, \$404,496 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Manzanita Public Charter School plans to spend for 2022-23. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Manzanita Public Charter School plans to spend \$4,873,253 for the 2022-23 school year. Of that amount, \$1,281,058 is tied to actions/services in the LCAP and \$3,187,699 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

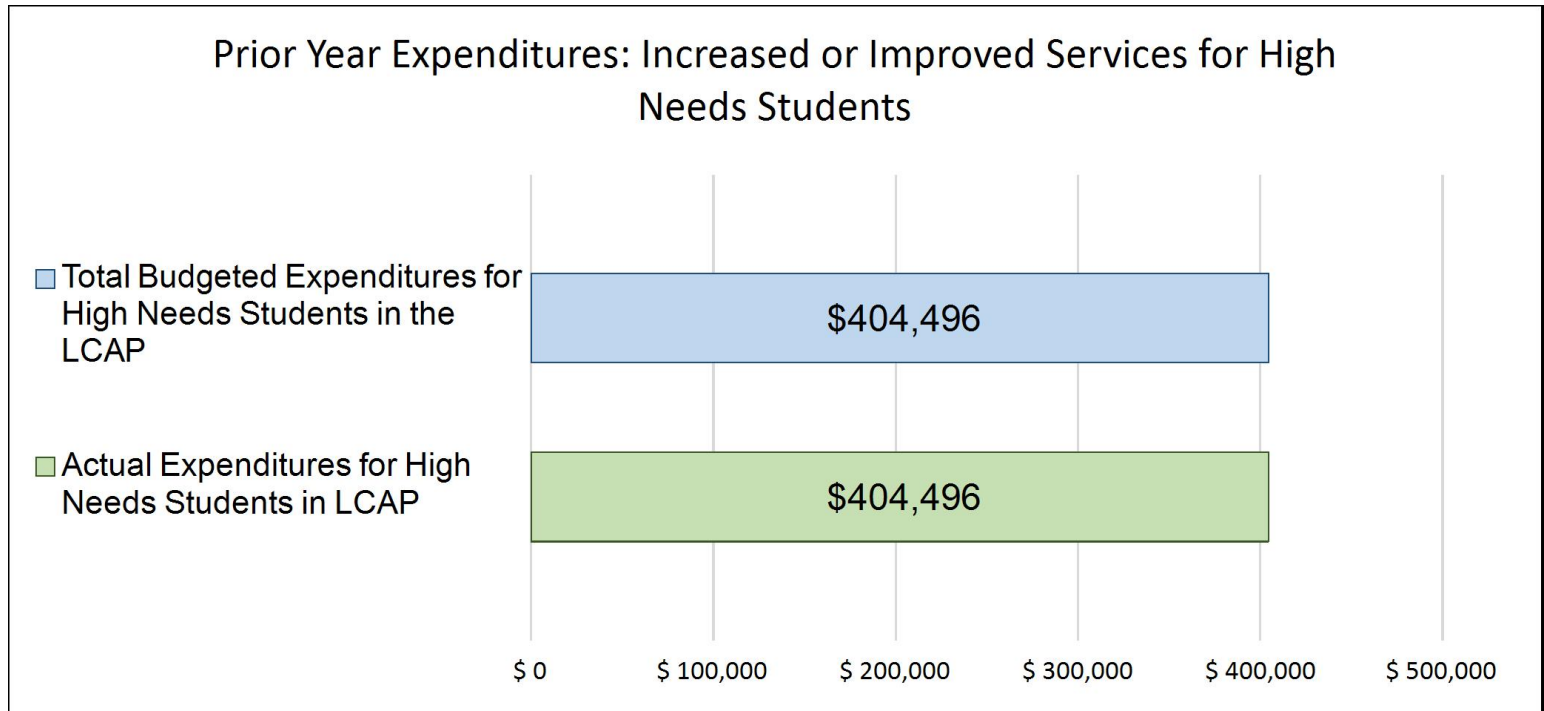
Teacher classroom salaries, Classified Office staff, Administrative staff, plus all benefits including pensions . Classroom supplies, other supplies, Professional Development, Overhead expenses such as copier leases, general liability insurance, Transportation, Special Education

Increased or Improved Services for High Needs Students in the LCAP for the 2022-23 School Year

In 2022-23, Manzanita Public Charter School is projecting it will receive \$404,496 based on the enrollment of foster youth, English learner, and low-income students. Manzanita Public Charter School must describe how it intends to increase or improve services for high needs students in the LCAP. Manzanita Public Charter School plans to spend \$404,496 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2021-22



This chart compares what Manzanita Public Charter School budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Manzanita Public Charter School estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2021-22, Manzanita Public Charter School's LCAP budgeted \$404,496 for planned actions to increase or improve services for high needs students. Manzanita Public Charter School actually spent \$404,496, for actions to increase or improve services for high needs students in 2021-22.

Supplement to the Annual Update to the 2021–22 Local Control and Accountability 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 8057345600

California's 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).

Manzanita's core values of supportive accountability, love, and high academic and social-emotional expectations, bring our vision to life and drive our actions each day-including obtaining feedback from our educational partners. We routinely obtain feedback in three primary ways- Surveys, community forums, and monthly community group meetings- to incorporate our educational partners' beliefs that guide our efforts from high-level perspectives to targeted recommendations. All priorities and goals, including LCAP goals and additional funding, were developed within the context of our core values. With the additional funding, our needs remain the same, but now Manzanita has increased efforts through intensity and/or frequency. Specifically, we've met monthly with our educational partners: SSC, parent/teacher/scholar advisory board, staff, and the MPCPS Governance Board to regularly discuss and adjust appropriate academic and SED development as needs presented. Our focus groups discussed safe, in person learning and ways to mitigate learning loss. Manzanita's educational partners emphasized the need to support related LCAP actions by increasing personnel to ensure that ELA skills, most specifically grade level reading and writing skills, would be addressed more strategically. We also funded additional positions for instructional support who provide interventions to increase English language proficiency, mathematics proficiency, address social emotional needs, and support arts education for all students. Again, we meet regularly with our educational partners through several venues to monitor our monthly, performance data and present/discuss this data with our educational partners.

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

During the summer of 2021, Manzanita leadership developed a data tracking system using WIN time software. WIN Time is a student centered philosophy and structure that stands for "what I need." The LEA developed a new master schedule that allotted 45 minutes of WIN time, daily, for all low income, EL, and foster youth learners. This WIN Time period can be adjusted to meet data needs, and for the 21-22 school year, the data showed serious reading deficits across grade levels, but especially prevalent in grades 2-4. Manzanita decided to spend its concentration grant to hire and retain teacher tutors who provide direct, reading intervention services to its scholars during WINTIME, as well as throughout the day.

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

As noted earlier, Manzanita routinely obtains feedback in three primary ways- Surveys, Community Forums, School Group Meetings- to incorporate our educational partners' beliefs that guide our efforts from high-level perspectives to targeted recommendations. Since the pandemic began, we focused on physical, and emotional safety for our scholars but, also, tried to create as much normal routine as possible. Throughout this emergency response, we surveyed families (March 2021), conducted virtual, monthly meetings with the Manzanita Governance Board, SSC, PTSA, and held weekly staff meetings on minimum day Wednesdays. Our focus groups, listening meetings, and safety talks resulted in articulating the impact of distance learning on families, students, and staff as we worked together to create a safety plan and waiver application to open up for in person learning in October of 2021. The LEA never closed again and has remained open for in person learning for all of its scholars.

It was especially important to ensure our community felt safe returning to in-person instruction. Consequently, we hired additional staff to help with sanitizing facilities and conducting COVID testing. We knew from multiple meetings that our community members were impacted emotionally by the conditions of virtual learning and the pandemic itself. We dedicated time and financial support for increased access to mental health services via counselors, psychologists, outside agencies, and family resources. We worked to mitigate student learning loss through additional support staff as well as adding intervention programs, (WINTIME).

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

The LEA built a strong distance learning program in SY 20-21 which prioritized social emotional learning, literacy instruction, and small group learning sessions in order to differentiate for student needs. We also built a strong attendance intervention program to support our students and families with class attendance over distance learning. All of our staff and students were provided with the necessary tools to engage in distance learning.

As funds became available we used standing outreach efforts to obtain input from all aspects of our community- scholars, staff, parents, PTSA, SSC, and MPCS Governance Board. Additionally, distance learning required that we learn, use, and implement technology to enhance instruction. When we returned, early on, to a state approved waiver in October of 2020, for in person learning, we developed several programs designed to mitigate the "loss of learning" that was inevitable with distance learning challenges. These programs included creating 2 full-time TOSA positions who provided weekly STEM and Outdoor Education opportunities focused on CA Science standards to all TK-6 scholars. The LEA also recognized that social emotional needs were significant for both staff and students and, as such, hired an additional skilled, school administrator retiree, on a part time basis, to provide additional support in this area. School counseling support was increased from 3 to 5 days per week.

In addition to regular day support systems that are designed to mitigate the loss of learning, MPCS also implemented an extended day program which focused on essential math standards support and other homework assistance. All scholars were invited to attend the after school extended day program with bussing support at no cost.

LEA challenges for implementation primarily involve staff burnout. Manzanita is geographically isolated and hiring qualified personnel is difficult. Teaching staff, in particular, are difficult to recruit and retain in the Lompoc area. Manzanita teachers saw the loss of learning needs and many volunteered to teach summer school and extended days during the past year. Some classified staff, particularly maintenance, front office, and Health/SPED personnel, are also demonstrating signs of stress and burnout due to the longer hours and additional workloads. The current work pace is likely not sustainable and will need to be addressed in the years to come.

All of these expenses are consistent with the board approved budgets earlier passed.

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA's 2021–22 LCAP and Annual Update.

As mentioned in Prompt 1, Manzanita's core values of supportive accountability, love, and high academic and social-emotional expectations,

bring our vision to life and drive our actions each day. To that end, Manzanita has allocated its fiscal resources to more vigorously support reading/writing performance which has been seriously impacted due to pandemic effects-particularly for EL and foster youth scholars. Academic accountability is now an even stronger area of focus and growth for the LEA, as virtual learning patterns have impacted student (and, in some cases) staff performances due to constant changes in delivery of services. Manzanita's LCAP goal of supportive and sustained academic rigor is being supported with a new, school-wide master schedule (WINTIME), additional paraprofessional staff hirings, and online curriculum platforms such as Accelerated Reader. Besides reinstating (and adding) academic support rigor practices to the Manzanita campus, the LEA has also extended its Goal 3 by recognizing the need to enhance its social emotional programs by re-implementing a school-wide SEL system, extending counseling days/hours, the re-implementation of the school's school-wide behavioral/discipline system, and the hiring of a part-time administrator to provide additional support in these areas to all students and staff. The school-wide, overnight staff retreat, held outdoors in Fall of 2021, helped drive a unified vision for the 21-22 school year with an academic reading/writing focus coupled with SEL support system development and implementation.

Instructions for the Supplement to the Annual Update for the 2021–22 Local Control and Accountability Plan Year

For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan (LCAP), please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction

California's 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA's educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

- The 2022–23 Budget Overview for Parents
- The 2021–22 Supplement
- The 2022–23 LCAP
- The Action Tables for the 2022–23 LCAP
- The Instructions for the LCAP Template

As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA’s 2022–23 LCAP.

Instructions

Respond to the following prompts, as required. In responding to these prompts, LEAs must, to the greatest extent practicable, provide succinct responses that contain a level of detail that will be meaningful and accessible for the LEA’s educational partners and the broader public and must, to the greatest extent practicable, use language that is understandable and accessible to parents.

In responding to these prompts, the LEA has flexibility to reference information provided in other planning documents. An LEA that chooses to reference information provided in other planning documents must identify the plan(s) being referenced, where the plan(s) are located (such as a link to a web page), and where in the plan the information being referenced may be found.

Prompt 1: *“A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).”*

In general, LEAs have flexibility in deciding what funds are included in the LCAP and to what extent those funds are included. If the LEA received funding through the Budget Act of 2021 that it would have typically included within its LCAP, identify the funds provided in the Budget Act of 2021 that were not included in the LCAP and provide a description of how the LEA has engaged its educational partners on the use of funds. If an LEA included the applicable funds in its adopted 2021–22 LCAP, provide this explanation.

Prompt 2: *“A description of how LEA used, or plans to use, the concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.”*

If LEA does not receive a concentration grant or the concentration grant add-on, provide this explanation.

Describe how the LEA is using, or plans to use, the concentration grant add-on funds received consistent with California *Education Code* Section 42238.02, as amended, to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to students on school campuses with greater than 55 percent unduplicated pupil enrollment, as compared to schools with an enrollment of unduplicated students that is equal to or less than 55 percent.

In the event that the additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, describe how the LEA is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Prompt 3: *“A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.”*

If the LEA did not receive one-time federal funding to support recovery from the COVID-19 pandemic and the impacts of distance learning on students, provide this explanation.

Describe how and when the LEA engaged its educational partners on the use of one-time federal funds it received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students. See the COVID-19 Relief Funding Summary Sheet web page (<https://www.cde.ca.gov/fq/cr/relieffunds.asp>) for a listing of COVID-19 relief funding and the Federal Stimulus Funding web page (<https://www.cde.ca.gov/fq/cr/>) for additional information on these funds. The LEA is not required to describe engagement that has taken place related to state funds.

Prompt 4: *“A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.”*

If an LEA does not receive ESSER III funding, provide this explanation.

Describe the LEA’s implementation of its efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan to date, including successes and challenges.

Prompt 5: *“A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.”*

Summarize how the LEA is using its fiscal resources received for the 2021–22 school year to implement the requirements of applicable plans in a manner that is aligned with the LEA’s 2021–22 LCAP. For purposes of responding to this prompt, “applicable plans” include the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

California Department of Education
November 2021

Local Control Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

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

Plan Summary [2022-23]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Nestled off scenic Highway 1 and surrounded by Central Coast Chaparral, Manzanita Public Charter School offers an alternative instructional model which focuses on the whole child approach. Manzanita's strength based workshop model (SBW) provides daily, comprehensive instruction designed to address individual needs while also continuing to evolve with State and Federal guidelines. The SBW model was originally designed to build learning independence as well as to help identify individual scholar strengths. Manzanita's Strength Based Workshop (SBW) Model is intended to build learning independence as well as to help identify individual scholar strengths. These strengths are the foundation for the model's Response to Intervention (RTI) approach and enrichment activities. The population at Manzanita includes approximately 18% EL Learners, 25% military dependents, 52% high poverty scholars, and 10% GATE designated/high achieving scholars. Vandenberg AFB and the City of Lompoc are the LEA's primary student community residences. However, the school does draw small student populations from surrounding communities such as Los Alamos, Buellton, and Orcutt/Santa Maria areas. The school's diverse population of learners demands teacher differentiation and unique instructional design. The school's learning environment has evolved over time into our SBW model. The SBW model addresses individual student needs through our instructional workshop model, RTI process, visual and performing arts program, Finnish outdoor learning model, STEM, GATE program, social emotional curriculum, and a scholar-led conference approach. The school's RTI program now includes daily ELA reteaching periods (WINTIME) which focus on grade level essential standards mastery, an after school math learning (boot) camp with free bussing, and social emotional programs and supports. These supports include a school wide social emotional screening tool (DESSA), small group and individual counseling sessions, and a school wide positive behavior model (PBIS). The LEA's Special Education program offers an inclusion model with a focus on the least restrictive approach for all SPED learners.

The school continues to teach and assess nine trimester essential standards in Language Arts and the master schedule continues to include re-teaching periods. These daily re-teaching periods focus on essential ELA standards mastery for every scholar. Also, as part of RTI, nine essential math standards are also assessed and retaught by grade level professional learning communities during

mandatory 'after school' learning camps. In addition, all EL Learners participate in a daily, 30-45 minute designated EL period, designed to 'front-load' the next day's ELA lesson in Benchmark Advance. The school's special education program also follows a push-in model, when appropriate, with leveled literacy and math groups being taught with necessary accommodations in the classroom.

Manzanita recognizes that the COVID-19 pandemic has resulted in pervasive learning 'gaps' for many of its scholars. An extended, enrichment learning model, beginning during the 2021-22 school year, will focus on the expansion of Arts, STEM, and outdoor learning curriculum to all TK-6 scholars. These enrichment learning periods, designed to also enhance and support ELA and Math instructional standards, are taught by fully credentialed teachers. Each credentialed extension teacher aligns instruction to complement, and in some cases, remediate, common core standards and individual scholar interests. Scholars receive daily, 45 minute periods of enrichment learning, which culminates in school wide project based celebrations and performances. Physical Education will be taught by a designated teacher/tutor who will also partner, when appropriate, with the outdoor educator for additional support when addressing physical education standards.

To meet the needs of gifted scholars, Manzanita utilizes two GATE trained teachers for third through sixth grades. These teachers utilize the above models while also taking instruction deeper through project based learning and focusing on GATE strategies such as the Icons of Depth and Complexity. The school continues to grow in its expectations of learning accountability coupled with strong support. Scholars are continually encouraged to take ownership of their learning and set new goals. Teachers also help guide a focused conversation around standard based report cards, trimester reading, writing and math benchmarks, all of which identify common core progress as correlated by the State Board of Education.

During the 2019-20 school year, the LEA sent an educational team to Finland, to visit and study the Finnish focus on purposeful play as it pertains to instructional and social-emotional exceptionalism. Based on the learning experience, Manzanita's team returned to the USA and implemented a daily, small group instructional model for all Grade TK-2 scholars. This model includes grade level essential standards mastery in ELA and MATH, but with increased structured and unstructured play time on the school's expansive natural grounds. Now that Manzanita has returned fully to in-person learning, the LEA's educational team continues to evaluate the balance of small and whole group instructional patterns, as well as the emotional and physical well being of its youngest scholars. This ongoing evaluation will be based on identified and observable data which emerges from this whole child instructional approach.

Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

Due to the impact of COVID-19, the State of California decided to eliminate state testing, accountability measures, and comprehensive data reporting into the California School Dashboard for 2021. This has influenced how our LEA views success. Some data was collected and made available from the previous year, some data is still deemed relevant from the 2019 Dashboard, and local information, as well as stakeholder input, gives us another lens from which to view our successes. Manzanita traditionally performs well on the state's annual assessments. During the 2020-21 school year, Manzanita Public Charter School made the decision to engage in both the Smarter Balanced state assessments as well as administer the LEA's local summative Renaissance Star test. In the area of CAASPP Language Arts and Mathematics, the LEA achieved in par (and better) with the State of CA overall results:

State of CA	ELA Overall Achievement	Math Overall Achievement
49.01%	33.76%	
Manzanita	ELA Overall Achievement	Math Overall Achievement
49.56%	38.94%	

In addition to CAASPP and ELPAC State assessments, the LEA's local summative assessment indicators included trimester Renaissance STAR testing for all grade levels. Manzanita's academic goal of "measurable and significant growth for all" was realized when reflecting on its local assessment indicators which are as follows:

Renaissance STAR ELA and Mathematic Overall Growth Data from Fall of 2021 to February of 2022:

TK/Kinder. 663	ELA Early Literacy FALL	ELA Early Literacy-Winter		
	780			
First Grade. Spring 799	ELA Early Literacy FALL	ELA -Winter	Mathematics FALL	Mathematics-
	914	758	851	
Second Grade Spring 874	ELA FALL	ELA Winter	Mathematics FALL	Mathematics-
	903	847	896	
Third Grade Spring 923	ELA FALL	ELA Winter	Mathematics FALL	Mathematics-
	952	909	942	

Fourth Grade. Spring 980	ELA FALL	1002	ELA Winter	963	Mathematics FALL	997	Mathematics-
Fifth Grade Spring 1024	ELA FALL	1051	ELA -Winter	1027	Mathematics FALL	1039	Mathematics-
Sixth Grade Mathematics-Spring 1041	ELA FALL	1067	ELA -Winter	1042	Mathematics FALL	1066	

In order to address learning gaps which emerged from Pandemic realities, Manzanita focused on measuring academic growth patterns, on a regular basis, as a strategic effort to guide various subgroups into effective literacy and math groups designed to meet their specific needs. In addition to defined intervention times on a revised master schedule (WINTIME and Extended Day), the LEA also expanded its enrichment classes to include Arts, STEM, and Outdoor Education which aligned much of its curriculum to support grade level standards in ELA, Math and Science. MPCS believes that essential enrichment, does, in fact, provide the motivation and engagement that many of our scholars need, in addition to remediation, to close learning gaps. We considered how to provide daily intervention on the master schedule and added 3 days of enrichment classes each week, where scholars travel to this instruction provided by credentialed teacher experts. The LEA is also committed to developing a more seamless 'link' between intervention and the essential enrichment programs to help tap into multiple interests across disciplines while maintaining a high level of challenge and interest. For example, the art teacher might include a writing component which reflects a grade level standard and a garden might be expanded to teach environmental ownership and grade level biology standards. Manzanita envisions a school where a child with an IEP could show his high achieving classmates how to build a wind turbine through hands -on discovery in our STEM program. In short, Manzanita has begun its academic program journey of choice, rigor, and inclusion through enrichment for all, not just the few.

As the Pandemic comes to an end, the LEA is committed to maintaining a sharp focus on standards based instruction, creating flexible and responsive schedules to support scholar learning, providing access to technology and connectivity for all, supporting professional learning for staff , adapting professional roles and responsibilities with all staff to meet the needs of scholars and their families, and supporting students with exceptional needs throughout the pandemic. New systems of monitoring student engagement, with consistent data collection and review, were implemented across the LEA to ensure positive attendance and academic engagement. Manzanita also implemented layers of social emotional and behavioral supports to address the well-being of its scholars and staff throughout the school year. We also partnered with Lompoc Unified School District, the LEA's charter authorizer, to provide free, nutritious meals to all students.

In the area of school culture and social emotional behavioral progress, the school's 2020-21 suspension rates continued to decline to 0% for the school year. Chronic Absenteeism percentages maintained at 8.3%. In the area of academic achievement, Manzanita's most recent, third trimester STAR Renaissance data from testing conducted in May of 2022, shows a school wide average of 57% "at or above" grade

level reading benchmarks and a school wide average of 63% "at or above" in grade level Math benchmarks. These ELA and Math Renaissance STAR results also reflect strong, measurable, academic progress throughout the 21-22 school year-for all grade levels. For example, Manzanita made the decision to increase intervention efforts with its 6th graders, based on its desire to strongly prepare this class for middle school. These interventions efforts were successful with all scholars showing significant progress. Second trimester data showed STAR reading "at or above grade level at 46.4% which moved to 58.2% by end of third trimester. Math saw similar achievement gains with second trimester data showing STAR math at 55.4% "at or above grade level" which moved to 67.3% by end of third trimester.

The LEA continues to make significant progress in the area of facilities rehabilitation planning since the last LCAP was written. The three year facilities improvement grant (Prop 51), has been merged with a robust Department of Defense PSMI facilities grant. The facilities rehabilitation grant design morphed from the original \$780K project to a 40+ million dollar design. A memorandum of understanding was developed between Manzanita and Lompoc Unified School District, the LEA's chartering agency paving a way forward on this project. The LEA anticipates breaking ground on the rehabilitation plan sometime between January-June of 2023. Currently Manzanita and LUSD are working together on design plans for submission to the CA Division of State Architects (DGS) by Fall of 2022.

Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

Similar to the above Successes section, this section is addressing relevant data from the 2021 SBAC and Renaissance STAR assessments, 2019 Dashboard, local data, and stakeholder input.

Based on the 2019 Dashboard, suspension and chronic absenteeism rates were the only overall indicator that was identified in the "Orange" and "Red" categories. While Manzanita's 8.3% chronic absenteeism rate is still below the state average of 10.1%, it is still regarded an area of need. Steps taken this year include home visits by office administration, PAWS/PBIS rewards recognizing positive attendance patterns, focusing on attendance patterns schoolwide, collecting and acting on real-time attendance data on a weekly basis, and continuing to make school a welcoming and engaging place for all our scholars.

While our overall performance of all students on state assessments has historically been strong (Green in both ELA and Mathematics on the CA Dashboard), we do have groups underperforming relative to those assessments. On the 2019 Dashboard in the Academic Performance category the English Language Arts indicator showed that the Socio-economically disadvantaged and English Learner students were performing in the Yellow range for both ELA and Mathematics. Our Hispanic subgroup and low-income students showed a gap performing in the "Yellow" category, compared to our very high (Blue) white student performance. While these sub-groups are keeping pace or sometimes out performing their peers statewide, their performance gap is still an area of focus and need. The LEA will address the needs represented here with a variety of actions and services in the LCAP.

The LEA will address performance gaps and academic performance through a variety of actions and services contained in the LCAP. Some of these actions are related to improved assessment and targeted interventions for scholars. Other actions are related to increased staffing

support and increased training for teachers in the area of learner centered instruction (Win-Time). A learner centered approach will involve campus-wide collaboration and teamwork on a daily and weekly basis between classroom teachers and paraprofessionals working in their rooms. Targeted professional development training in the area of best practices for small group instruction is needed to accommodate this approach. Other improved instructional approaches include vertical teaming and alignment in the areas of writing and grammar and an expanded literacy (reading) commitment school-wide. Manzanita will continue its successful math "learning camps held after school with the LEA's extended learning days.

An area of concern that has distinctly emerged this year related to school climate is the social emotional well being and mental health of our scholars. All of our stakeholder groups loudly and clearly called out the need for a more 'whole child' educational response, with a particular focus on supporting the family unit. Surveys and meetings with stakeholders repeatedly discussed the impact that the COVID-19 pandemic has had on the lives of our students and the school community. Students and families have expressed needs in the areas of increased play and socialization opportunities, extended learning that includes creative and artistic outlets, as well as increased counseling and community services for students (and adults) with primary concerns in the areas of anxiety, depression, and family finances.

LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

MPCS will continue to focus on three areas identified as overarching, driving priorities of the LEA as the main goals in this LCAP:

Goal 1: Increased instructional achievement and innovation to design learning environments which support the whole child

Goal 2: Increased social emotional support and student engagement

Goal 3: Staff engagement in valuable, high quality professional learning that assists in meeting the LEA's overarching academic and social-emotional goals.

MPCS offers a variety of programs and supports specifically for unduplicated pupils (English learners, foster youth, low income pupils, and re-designated English learners [Fluent English Proficient]). These include highly trained classroom teachers at the school site, technology specifically targeting access to learning platforms which support reading and mathematics instruction, counseling/mental health support for students, essential enrichment programs, data analysis, intervention programs, individual/small group tutoring, assessment to monitor progress, individualized learning paths and online curriculum, positive attendance support, and positive behavior intervention support. A summer school program for all scholars provided academic and enrichment learning activities prior to the 21/22 school year.

An extended day program, taught by credentialed teachers and classroom teacher tutors, was offered during the 21-22 school year for grades 1-6 ,with a focus on math essential standards

mastery and homework support.

MPCS also continues to implement a Multi-Tiered Systems of Support (MTSS) model. The teacher on Special Assignment (TOSA) works closely with the site administration and newly formed data team to identify and allocate resources to appropriate students at the school targeting English learners, foster youth, students with disabilities and/or students who are low income who are performing below grade level. We will be adding 2 part-time TOSA positions to support and monitor Tier 1 general education scholars who are below grade level in reading and writing.

One of the main duties of this position will be to gather, monitor and share data of students in at-risk groups (English learners, students with special need, low income, homeless, and foster youth). The LEA will also offer services and programs that are aligned with LCAP goals to serve all students such as collaboration time for teachers to confer and plan for meeting student needs, stipends for teachers with additional duties, and LEA benchmark assessments (Renaissance STAR) to monitor the progress of all students. The creation of a school liaison position will ensure that families receive timely and coordinated support in the areas of mental health, medical and dental, and housing needs.

MPCS has scholars from each of the designated student groups (English learners, students identified as low income, homeless and foster youth, and re-designated English learners [fluent English proficient]). In addition, the LEA has banked minutes to allow for an early student dismissal day for our teachers to meet in Professional Learning Communities (PLCs) to improve practice, use data to drive instruction, and target intervention to the needs of individual students, especially English learners, foster youth, students with disabilities, and/or students who are Socio-Economically Disadvantaged. The daily bell schedule has been adjusted to enable teachers to meet 4X weekly (for at least 40 minutes) in PLCs with the guidance of site administration, leadership team members, and the TOSAs.

In addition, MPCS also offers additional instruction with credentialed teachers in the area of art, music, STEM, and physical education at its site which enables teachers to meet in Professional Learning Communities to collaborate around scholar learning. These essential enrichment teachers have also formed their own PLC, and collaborate with each other to coordinate state academic standards with the enrichment class programs.

The entire Manzanita staff attended a weekend retreat to learn more about WIN Time, a school wide learning approach designed to fearlessly transform a school by creating a roadmap to create its own Win system. An additional instructional block for WINTIME (What students need) was implemented which allowed for targeted small group instruction (intervention and/or enrichment) 4 days per week. The LEA's data showed the most need in the area of reading, so Win Time focus became reading comprehension and fluency. WIN Time was embedded into the master schedule, with teachers and support staff being accessible for scholars for additional help and guidance for reading support. As Win Time began developing its own data, A school intervention team was organically born to begin organizing an assessment system to track Tier 1 and 2 reading results. The new intervention team is composed of site administration, TOSA, school psychologist, EL coordinator, SPED teacher, and classroom teachers.

The intervention team tracked quarterly assessments and determined next steps to address grade level and individual reading needs. The primary focus for this group was improving grade level reading scores across all grade levels.

The school's literacy leadership team, under the leadership of the school Principal, is responsible for creating and monitoring the comprehensive literacy plan and setting goals for literacy in the school.

The music and/or theatre arts instruction for all students in grades TK-6 is a program that is showing great success. Research shows music and theatre education prepares

students to learn, facilitates student academic achievement, and develops the creative capacities for lifelong success. The LEA provides its scholars with 2 annual musical play audition and performance opportunities. Elementary Physical

Education instruction from a credentialed teacher with the support of a trained, classified instructional assistant is also provided. The LEA recognizes that a

physically active child is more likely to be academically motivated, alert, and successful. A STEM and Outdoor instruction model was added in the 2021-22

school year to provide additional weekly instruction in grades TK-6 for scholars. Both programs enhance student opportunities to gain hands on experience in science and math state standards competency. In addition, both programs have showed tremendous engagement success with the school's special education and GATE scholars.

Social emotional well-being of scholars is targeted in this LCAP. All stakeholders have participated this year in discussions on the social emotional needs of our

scholars and families. The results of these conversations involved the selection of a social emotional curriculum which was delivered to all scholars.

We will continue our implementation of Positive Behavioral Interventions and Supports (PBIS) to focus on the climate of our school. The LEA will

continue to fund its LEA counselor for 5 days per week. Manzanita is adding a part time school liaison position to meet additional needs of students and families.

Students in at-risk groups (English learners, low income, homeless and foster youth, and students with special needs) will be prioritized for services.

Based on family survey feedback, Manzanita returned to its robust, grade level, field trip offerings during the 21-22 school year. Scholars visited museums, tide pools, Ropes courses, aquariums, parks, STEM day conferences, Vandenberg Space Force Base, and apple orchards. During each field trip experience, MPCS scholars were provided with real world learning opportunities which correlated with grade level standards.

On the business side of the LEA house, Manzanita successfully moved its operations to the charter management company Delta Managed Solutions, Inc. (DMS). DMS is an employee owned charter school business services firm who will provide a comprehensive set of back office, administrative, and finance services to MPCS. The LEA is also in its second year of working with the Department of Defense (PSMI grant), the California Department of Education (Prop 51), and the charter's authorizing local agency (Lompoc Unified School District) on a 40 million dollar facilities rehabilitation project set to break ground in Spring of 2023.

The LEA's LCAP established goals, measurable outcomes, actions and services, and aligned expenditures is supportive of positive outcomes for all its scholars. The plan addresses our identified needs in a systematic manner, striving to close the achievement gap for specified student groups, supporting the social-emotional well being of all students, and preparing its staff to the meet the academic, social-emotional and behavioral needs of all students. Finally, after Manzanita's team visit to Finland in October of 2019, the LEA remains strongly committed to the Finnish educational design philosophy that "Happy children make smart children."

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

The LEA is not recommended for comprehensive support and improvement

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

N/A

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

N/A

Engaging Educational Partners

A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.

As in the past, MPCS sent out LCAP stakeholder engagement surveys to parents, teachers, and support staff with the intent to gather feedback and suggestions related to the development of this LCAP.

Additionally, the Manzanita staff, school site council, parent advisory board, and governance board participated in a 'vision' planning session, which included an exercise by which they were asked to focus on the school's EL learner population. After reviewing the 21-22 achievement data, it was determined that the lowest achieving subgroup at Manzanita was the school's EL learner population. At these meetings, each group was asked to write their "ideal actions" to improve support and achievement for this subgroup. These new actions were prioritized and included in this LCAP, along with other suggestions stemming from data and real world experiences on the campus.

Throughout the year, the LEA has reviewed student data and circumstances related to the waning pandemic establishing a perspective from which to view our strategic planning. From early Fall through late Spring, school leadership met weekly to engage in our strategic planning processes in support of the LCAP development. We reviewed the LCAP survey results, identifying common trends and suggested actions and services. This process helped us establish the priorities of focus based on existing data, student need, and stakeholder input.

The LCAP and Annual Update Stakeholder Engagement process began with an examination of Renaissance STAR data, attendance and discipline data, and Smarter Balanced (SBAC) data.

Based on the summative results of this data, stakeholders were invited to provide feedback on the plan goals, action steps, and individual targets

for each of the goal areas with a focus on the school English Learner scholars. Strengths and areas for future growth were identified through this process, and the targets will be revised and updated to reflect the feedback.

Several stakeholder surveys were conducted during the 2021-22 school year. The first survey was conducted in Fall of 2021 and involved all employee stakeholders on each of the eight state priorities and the importance of each as viewed through their perspective. In the second survey, conducted in Winter of 2021, parents/guardians were asked to share their thoughts on the engagement, quality, and safety of the LEA's school programs. During early Spring of 2022, Scholars in Grades 3-6 completed an anonymous survey with questions that reflected on the CA Healthy Kid survey. During regularly scheduled staff, School Site Council, and Parent Advisory Board meetings and PLC's, employees and members were asked to share their LEA improvement perspective through discussions held throughout the school year.

These meetings included the following questions:

What do you feel is going well at the school? What is working? What do you appreciate about the school?

What do you feel is concern at your school? What are you glad is here, but could be improved upon?
 What do you feel the school needs to be even better? How can we improve the school experience for all scholars?

Stakeholder groups participated in the LCAP process on the following dates:

11/9/2021-Manzanita employee survey conducted. Results of survey shared and discussed at 12/2 Staff PD meeting and again at 12/15/22 Governance Board meeting.

12/10/21 - Manzanita parent survey released. Results of survey shared at 1/26/22 Governance Board meeting; School Site Council meeting on 1/27/22 and Staff PD meeting on 1/26/22.

3/9 and 3/16- Classified and Certificated staff given first and second trimester achievement data. PD activity with analysis of data activity with recommendations for LCAP actions to address data results.

3/24-School Site Council meeting with analysis of achievement data to date with recommendations for LCAP actions to address learning gaps.

04/04/22- Grade 3-6 Scholar survey released.

05/18/2022-LCAP goals/plan powerpoint presented to Governance board for discussion

6/15/2022-LCAP Action Item for Approval

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A summary of the feedback provided by specific educational partners.

During our stakeholder engagement process we asked for input related to evaluating both our 2020-21 LCAP and 2021-22 Learning Continuity and Attendance Plan, as well as input to help guide our future planning.

The summary of survey feedback related to our learning programs was as follows:

THE SUMMARY OF STAFF FEEDBACK REGARDING MANZANITA'S OVERALL LEARNING PROGRAM DESIGN:

Instructional staff gave mostly positive feedback on the new master schedule which included WINTIME. Grade levels 3 and 4 requested changes in their ELA blocks. Staff suggested flexibility in scheduling of individualized Educational Programs (IEP's), 504's, and Student Study Teams (SST's) to occur mainly on minimum day Wednesdays when possible. Staff strongly requested using consistent assessments (STAR Renaissance) to be able to track student progress, and recommended tighter pacing planning with grade level teams. A more formalized approach, with agreed upon norms, to weekly PLC meetings was requested.

The common trend that emerged in this overall section is instructional staff demonstrated high levels of compromised physical, mental, and social health behaviors. Previously, the concept of health was based on a societal view of "normalcy." The COVID-19 shifted our view of 'normalcy' making it challenging to recognize and adequately address the staff 'burnout' which occurred during the 21-22 school year.

THE SUMMARY OF SURVEY FEEDBACK AS IT PERTAINED TO ACADEMIC, SOCIAL EMOTIONAL, AND MENTAL HEALTH STUDENT SUPPORTS

Parents continue to express genuine concern about the long term mental health impact the pandemic has had on students. They pointed to a need for increased social interaction opportunities for students. They also expressed a strong desire for as much enrichment learning as safely possible-including outside play and hands on learning with limited access to technology devices. Parents continually expressed great appreciation for the support that was provided by staff both academically and emotionally, and that their experiences with bilingual and other

support staff was very helpful. In general, parents expressed a need to expand services and promote pro-active approaches by counseling staff and support personnel throughout the LEA to meet the social- needs of various scholars.

Parents communicated they desire a continued return to strong enrichment activities including field trips, clubs, and project based 'stretch' activities that can be offered at home. A parent group was formed this year to research the possibility of expanding Manzanita's charter school to a UPK-8 model. In the areas of safety, families communicated satisfaction with how the LEA handled COVID-19 safety/health demands, but requested a more comprehensive safety model concerning active shooters and physically equipping the campus with better entrance barriers.

SUMMARY OF SURVEY FEEDBACK RELATED TO SCHOLAR AND FAMILY OUTREACH:

Parents expressed the value of the Parent square app as an important tool with ongoing communication flow. They appreciated weekly posts and, in particular, cited administrative decisions regarding communications which were "post" worthy versus "alert" worthy and appreciated decision making in this area so that every communication was not deemed 'urgent'. Parents also appreciated regular checkins with teachers and support staff and want to see a continued effort to ensure all communications are available in Spanish.

Staff also mentioned the effective use of Parent Square along with upper grades mentioning Google Classroom as an effective communication platform.

The common themes which emerged in this section centered around the need for continuous and creative, personal connections between staff and students. Mid-way through the school year, Community and educational partner groups such school site council, Parent/teacher.scholar Advisory Board, and the MPCS Governance Board, began offering in person meetings. More active engagement and decision making was experienced when in person meetings occurred.

SUMMARY OF SURVEY FEEDBACK RELATED TO CRITICAL PROGRAMS AND SERVICES

Parents continually expressed their desire for students to have access to social emotional resources and services. They mentioned the need to have scholars held accountable for learning and that they needed the school to assist them with this accountability. Parents praised our support services (counseling, intervention, SPED, and ELD) focusing on underperforming students; however, parents did sometimes express confusion on how to access these services. Parents expressed that the LEA needed to continue to focus on ways to increase learning opportunities. Parents also called for increased academic support, tutoring, and after school hours to meet the needs of specific student groups. Parents and students also expressed a desire to see more clubs and extension activities.

Staff feedback for the 22-23 school year centered around a return to tighter, grade level curriculum pacing, strategic vertical teaming, weekly, grade level data evaluations and discussions, and a desire for ongoing, behavioral intervention strategies and support. Also communicated was the need for a school-wide technology plan, a new math adoption for grades 4-6, and a school-wide return to AVID strategies in the classroom.

A description of the aspects of the LCAP that were influenced by specific input from educational partners.

Manzanita's stakeholder feedback was critical in the development of this LCAP. Throughout this school year, it was this feedback that kept the LEA headed in the right direction, and it is this feedback that is steering future courses of action. Based on this feedback and other pertinent data, the LEA is including specific action to provide continued extended learning opportunities which include arts, robotics, engineering, and outdoor and physical education programs. Community and educational partners continue to call out the need for fluid academic interventions that address unusual learning gaps brought on by Pandemic realities.

Goals and Actions

Goal

Goal #	Description
1	Provide high quality classroom instruction aligned to common core state standards, with academic intervention in place to eliminate barriers to academic success.

An explanation of why the LEA has developed this goal.

MPCS has developed this goal because it represents the core values of our LEA in terms of what we believe we should provide all students. We possess high expectations that our scholars can learn and be successful. We also feel that we can help students who are not finding academic success with the support necessary to achieve it. Manzanita is strongly committed to ensuring that all its scholars receive a high quality classroom instruction and are able to access this high quality instruction in an equitable way. The actions below relating to academic focus, student assessment and monitoring, interventions and supports, and expanded learning opportunities will help close gaps for all students.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
% of students with scores of "Meets" or "Exceeds" on the ELA portion of the California Assessment of Student Performance and Progress (CAASPP) Priority 4	No current baseline available due to the suspension of the CAASPP for the 2019-20 school year. The baseline will be established on YEAR 1 outcome line after the results for the 2020-21 CAASPP administration	2020-21 CAASPP ELA DATA 49.56% met or exceeded standards 24.78% nearly met standards 25.66% did not meet standards			55% or higher will meet or exceed ELA CAASPP standards

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
% of students with scores of "Meets" or "Exceeds" on the Mathematics portion of the California Assessment of Student Performance and Progress (CAASPP)(Priority 4	No current baseline available due to the suspension of the CAASPP for the 2019-20 school year. The baseline will be established on YEAR 1 outcome line after the results for the 2020-21 CAASPP administration	2020-21 CAASPP MATH DATA 38.94% met or exceeded standards 33.19% nearly met standards 27.88% did not meet standards			55% or higher will meet or exceed MATH CAASP standards
Renaissance STAR-Elementary %of 2-6th grade students as meeting or exceeding grade level standards for ELA and Math on the May administration (third trimester) of the STAR assessments for reading and Math Priority 8	May 2020-21 STAR Results ELA: 59.9% MATH: 63%	May 2021-22 STAR results ELA. 56.8% MATH 67.9%			ELA: 65% Math: 68%
Renaissance STAR-Early Literacy %of TK-1 grade students as meeting or exceeding grade level standards for	May 2020-21 STAR Results Kinder ELA: 62.5% First ELA: 60.9 First MATH: 76.6	February 2021-22 STAR-EARLY LITERACY Kinder ELA 73% First ELA. 76%% First MATH. 83.2%			ELA: 63% Math: 60%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
ELA and Math on the May administration (third trimester) of the STAR assessments for reading and Math Priority 8	Second ELA: 50% Second MATH: 33.8%				
% of EL students either moving one level, maintaining their current level for only a second year, and/or meeting reclassification criteria based on the Summative ELPAC. Priority 4	No current baseline available due to the suspension of the Summative ELPAC for the 2019-20 school year. The baseline will be established on the Year 1 outcome line after the results for the 2020-21 Summative ELPAC administration.	ELPAC Summative results Growth from 2020-21 to 2021-22 as follows: First.: +13 Second: +29 Third: +7 Fourth: +25 Fifth: + 15 Sixth: - 11			60% of EL students will either move one level, maintain their current level for only a second year, and/or meet reclassification criteria on the Summative ELPAC
% of English Learners reclassified as English Proficient Priority 4	2019-20 results LEA Overall:	2021-22 Results 10.2%			The % of English Learners reclassified (RFEP) =
% of targeted support students meeting their site defined growth target TK-6	Due to the impact of COVID-19 on our school schedules and structures in order to provide for distance learning and ultimately, full-time in	Due to the continued challenges of COVID-19 and getting back to normal operations, Essential Standards mastery progress was not carefully tracked			60% of targeted support students will meet their site defined growth targets.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
<p>ELA Reading-making progress to "benchmark" as measured by site reading assessments</p> <p>Trimester essential standards-70% mastery or above</p> <p>MATH Trimester Math essential standards-70% mastery or above</p>	<p>person learning; interventions were not structured or tracked as in a traditional year. Therefore, baseline data will be set in Year 1.</p>	<p>this school year. Plans are in place to review essential standards for better vertical team alignments and return to this practice during the 22-23 school year.</p>			
<p>Implementation of the academic content and performance standards adopted by the State Board</p> <p>Priority 2</p>	<p>The LEA fully implements all California state adopted standards; Common Core ELA and Math; English Language Development; Next Generation Science Standards; History and Social Science; as well as Visual and Performing Arts, and Physical Education.</p>	<p>The LEA continues to fully implement all California state adopted standards; Common Core ELA and Math; English Language Development; Next Generation Science Standards; History and Social Science; as well as Visual and Performing Arts, and Physical Education.</p>			
<p>How programs and services will enable English learners to</p>	<p>English learners gain academic knowledge</p>	<p>English learners are given 30-40 minutes of daily EL instruction</p>			

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
access the CCSS and the ELD standards for purposes of gaining academic knowledge and English language proficiency Priority 2	and English language proficiency	aligned to Benchmark Advance, the school's board adopted LEA curriculum.			
Student access and enrollment in all required areas of study Priority 7	Students have access and are enrolled in all required areas of study as monitored through Ca Pads and OASIS (SIS)	Students have access and are enrolled in all required areas of study as monitored through Ca Pads and OASIS (SIS)			Maintain
A broad course of study that includes all the subject areas described in Section 51210 and Section 51220(a) to (i) as applicable Priority 7	Students have access and are enrolled in a broad course of study including PE, Art, Drama, robotics, engineering, and outdoor/biological science extension classes as monitored through CalPads and OASIS (SIS)	Students have access and are enrolled in a broad course of study including PE, Art, Drama, robotics, engineering, and outdoor/biological science extension classes as monitored through CalPads and OASIS (SIS)			Maintain
Programs and services developed and provided to unduplicated pupils Priority 7	The LEA provides open access for all grade levels to extension and intervention programs as shown in the	The LEA provides open access for all grade levels to extension and intervention programs as shown in the			Maintain

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	<p>school master schedule and monitored through CalPads and OASIS (SIS)</p> <p>The LEA also provides English Language Development instruction and operates an inclusion model for students with disabilities as monitored through CalPads and OASIS (SIS)</p>	<p>school master schedule and monitored through CalPads and OASIS (SIS)</p> <p>The LEA also provides English Language Development instruction and operates an inclusion model for students with disabilities as monitored through CalPads and OASIS (SIS)</p>			
<p>%Teachers are appropriately assigned and credentialed in subject areas</p> <p>Priority 1</p>	<p>2020-21 rates:</p> <p>100%</p>	No Williams Acts complaints were made			Maintain
<p>% Students have sufficient access to standards-aligned instructional materials</p> <p>Priority 1</p>	<p>2020-21 rates:</p> <p>100%</p>	No Williams Acts complaints were made			Maintain

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
School facilities are maintained in good repair Priority 1	2019-20 FIT Report Data MET Standard (some deficiencies-mostly ceiling and floor tiles- O Extreme deficiencies	No Williams complaints were made An MOU between Lompoc Unified School District and Manzanita Public Charter School was signed in January of 2021, allowing joint work on federal and state facilities grants for a 40 million dollar rehabilitation project currently underway.			Maintain or improve

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Common Assessments for Instruction and Intervention	Identify common assessments across the LEA to analyze in order to inform instruction, monitor student progress, and to identify students needing further assessment or interventions.	\$255,894.00	No
1.2	Response to intervention staffing	Provide all students identified for intervention with targeted strategies for support	\$181,534.00	Yes
1.3	K-6 Summer Program for low-income students	Implement a summer academic support and enrichment program for Grades K-6 students focusing on the LEA's low-income student population	\$40,000.00	No

Action #	Title	Description	Total Funds	Contributing
1.4	Essential Enrichment Learning Programming	The LEA will provide a variety of extended learning programs, including STEM, ARTS, and Outdoor Education to provide supplemental instruction and support to students and students with exceptional needs.	\$373,460.00	No
1.5	English Language Development (ELD) Support	Provide translation support and access to community/school/district resources through community liaison and bilingual staff. Monitor student data and instructional practices. Provide an ELD TOSA to coach teachers in the delivery of designated and integrated ELD and provide resources and support to classroom teachers for newcomers and Long Term English Learners (LTEL).	\$112,000.00	Yes
1.6	Extra Support for Foster/Homeless Students	Bilingual front office person conducting daily outreach to EL and Hispanic community. Small Group and Individual Tutoring will be made available for at-risk foster and homeless youth. Scholarships to participate in enrichment activities will be made available to foster and homeless youth.	\$59,000.00	Yes
1.7	Extended learning days	The LEA will offer after school, targeted math instruction for SED, EL, and SpEd scholars	\$128,000.00	Yes
1.8	Restructuring Instructional Time-On Site intervention	Time is built into the school day for all teaches to meet 4x per week for at least 40 minutes. This time for Professional Learning Communities (PLCs) is spent discussing essential learning targets, student achievement data, teacher observations, best practices in instruction, and the use of intervention time to target instruction for our students in at-risk groups (English Learners, foster,	\$109,448.00	No Yes

Action #	Title	Description	Total Funds	Contributing
		homeless, low income, special education). The schools's Data team (administration, TOSAS, EL Coordinator, school psychologist and resource teacher) analyze student intervention data regularly with a prioritized focus on at risk students (English Learners, homeless, foster, low income, and students with special needs). Funds are also used to compensate TOSA positions, increased school psychologist time, and paraprofessional positions to support WINTIME.		
1.9	Extended Learning Opportunities - Instructional Assistants in kindergarten	Instructional assistants will be placed in full day TK and kindergarten classrooms to support academic and behavioral needs of students. Priority for support will be given to at risk students (English Learners, homeless, foster, and low income students).	\$43,200.00	No
1.10	Family liaison specialist position	The family liaison will focus on the Multi-Tiered Systems of Support System (MTSS) to focus on the academic and social emotional needs of our at-risk students (English learners, homeless, foster youth, students with special needs, and low income students). This person will also focus on Positive Behavioral Interventions and Supports (PBIS) systems to focus on behavior and social emotional needs of our at risk students (English learners, homeless, foster, students with special needs, and low income students). Military scholar needs, which include transitional support as well as social emotional support for deployed families, will also be addressed by this support person.	\$12,000.00	
1.11	EL professional development	Principal and EL Coordinator will provide and/or coordinate ongoing professional	\$38,650.00	

Action #	Title	Description	Total Funds	Contributing
		development to classroom teachers, instructional assistants, teacher tutors, and language specialists related to implementation of ELA/ELD standards in order to ensure the success of English learners.		
1.12	EL Instruction	English language development teacher tutors and classroom teachers will provide support and instruction to students who are English learners through a variety of means, including: in class, through small group instruction, in one-on-one sessions, and through other instructional delivery styles. Each student's instruction will be organized around meeting their particular needs. \$\$\$\$ of this total is the required apportionment to improve or increase services to unduplicated pupils. The allocation of staff to serve exclusively this population, exceeds the requirements and will be fully spent at the end of each fiscal year.	\$225,000.00	Yes
1.13	EL instructional materials	Principal or EL Coordinator will provide high-quality instructional materials to teachers and language specialists to use with students who are English learners in order to ensure student success and mastery of English. In addition materials specific for this population will be obtained throughout the school year.	\$20,000.00	
1.14	Expansion to a Grade 7 and 8 instructional model	Superintendent will work with parent community, staff, and governance board on preparing a Material revision package to its existing charter petition authorized by Lompoc Unified School District.	\$10,000.00	

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2022-23 goals will occur during the 2023-24 update cycle

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Analysis of the 2022-23 goals will occur during the 2023-24 update cycle

An explanation of how effective the specific actions were in making progress toward the goal.

Analysis of the 2022-23 goals will occur during the 2023-24 update cycle

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2022-23 goals will occur during the 2023-24 update cycle

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
2	Create a safe, welcoming, and inclusive climate for all students and their families. All students will achieve personal wellness through supportive and engaging school environments that foster the whole child and create health, happiness, and collaboration between our school and families.

An explanation of why the LEA has developed this goal.

MPCS developed this goal because it aligns with our LEA focus on student support and engagement. Scholars garner more resiliency when the school and family partnership is strong. The COVID-19 pandemic highlighted the critical importance of this partnership. The metrics below reflect solid benchmarks around the achievement of, or progress towards the goal. Manzanita believes the actions focused on providing social-emotional and mental health support, along with improving engagement through improved attendance and high interest academic enrichment experiences, will help us achieve this goal.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
MPCS Chronic Absenteeism % Priority 5	2018-19 Chronic Absenteeism rates: Chronically absent Socio-economically disadvantaged: 10.9% Hispanic: 9.7% Students with Disabilities: 10.7% English Learners: 6.1% White: 6.2%	2020-2021 Chronic Absenteeism Rates Manzanita 9.8% Lompoc Unified 18.0% Santa Barbara County 9.1% Statewide 14.3%			By 2024, MPCS will keep chronic absenteeism to 7% or less

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Parent opinions around school safety and connectedness Priority 6	January 2021 Survey results: 92% of parents agree that "their scholar's school is a safe place for their child." 98% of parents agree "Their scholar's school is a supportive/inviting place for children to learn." 100% of parents agree that "Teachers and other support staff go out of their way to help students." 62% of families would like to see continued training and support in the areas of bullying awareness and action	December 2021 Survey results: 87% of families agree that Manzanita is a "very" or "tremendously" safe place for their child. 55% of families agree that it is "useful" or "very useful" to engage in frequent communication with their child's classroom teacher 87% of families agree that MPCS staff provide excellent support to their scholars in all areas of need 88% of families express confidence in administration's ability			Maintain or improve

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
		<p>to make school safety decisions for their child</p> <p>78% of families would like to see training and support in the areas of appropriate technology use for children</p>			
<p>MPCS suspension rate</p> <p>Priority 6</p>	<p>2019-20 suspension rates:</p> <p>3.4%</p>	<p>2020-21 suspension rates</p> <p>Manzanita 0.0%</p> <p>Lompoc Unified 3.8%</p> <p>Santa Barbara County 6.6%</p> <p>Statewide 13.8%</p>			Maintain or keep below 1%
<p>MPCS expulsion rate</p> <p>Priority 6</p>	<p>2019-20 Expulsion rates:</p> <p>0.0%</p>	<p>2020-21 Expulsion rates</p> <p>Manzanita 0.0%</p>			Maintain

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
		Lompoc Unified 0.0% Santa Barbara County 0.0% Statewide 0.0%			
Efforts the LEA makes to seek parent input in making decisions for the LEA school site	<p>Manzanita administers a bi-annual parent survey.</p> <p>January, 2021 results:</p> <p>91% of parents agree that "Manzanita seeks their input and communicates well with families"</p> <p>Parent meetings were held monthly, via ZOOM, to discuss fundraising options and other volunteer areas</p>	<p>Manzanita administers a bi-annual parent survey</p> <p>Parent meetings are held monthly, in person, and on ZOOM, to discuss fundraising needs and volunteer ideas.</p> <p>Coffee with the Principal meetings are held on a quarterly basis.</p>			Maintain or improve
LEA promotes parental participation in programs for unduplicated pupils	Monthly parent meetings were held to gather input: School Site Council;	Monthly parent meetings and school site council meetings were held to review			

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Priority 3	Parent/Teacher/Scholar Advisory Board	trimester achievement data for all unduplicated pupils.			
LEA promotes parental participation in programs for individual with exceptional needs Priority 3	<p>All parents, including parents of students with exceptional needs, are annually informed of school practices and are invited to participate in various stakeholder committees including the following: school site council (SSC); Parent/Teacher/Scholar Advisory Board</p> <p>The LEA also seeks communication, input, and parental participation in programs for individuals with exceptional needs through its IEP and 504 processes.</p> <p>All second grade parents, and other grade level families new to Manzanita are annually invited to give permission for</p>	<p>All parents, including parents of students with exceptional needs, are annually informed of school practices and are invited to participate in various stakeholder committees including the following: school site council (SSC); Parent/Teacher/Scholar Advisory Board</p> <p>The LEA also seeks communication, input, and parental participation in programs for individuals with exceptional needs through its IEP and 504 processes.</p> <p>All second grade parents, and other grade level families new to Manzanita are annually invited to give permission for</p>			Maintain or improve

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	their scholar to be tested by the school psychologist for GATE designation.	their scholar to be tested by the school psychologist for GATE designation.			
% of scholars involved and achieving at a 70% or higher level in extension learning classes which support personal passions, happiness, and self awareness Priority 5	Baseline data will be established in Year 1	100% of all TK-6 scholars participated in a minimum of 135 minutes per week of Art, STEM, and outdoor education extended learning classes which supported personal passions and interests. 94% of scholars achieved a 70% or higher achievement level in these enrichment courses.			By 2024, 90% of scholars will be achieving at 70% or higher in extension learning classes
% of scholars who report, via the CA Healthy Kids Survey, to feeling safe and accepted by their peers and adults at school	Baseline will be established in Year 1	67% of scholars report feeling 'very safe' at Manzanita and 25% report feeling "sometimes safe." 91% report feeling accepted by adults and 72% report feeling accepted by their peers.			By 2024, 95% of all scholars will report feeling "Safe" or "Very Safe" and "accepted" by their peers and adults at school.

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Chronic Absenteeism response	The Principal, Assistant Principal, health assistant, front office clerk, and school registrar will analyze the causes and patterns of chronic absenteeism to establish consistent policy and practice; research and design strategies to reduce frequency; and communicate to families the importance of school attendance and its relationship to student success. Attendance progress and results will be reported quarterly to the Superintendent and Governance Board. Significant focus will be given to chronically absent Hispanic, Foster, and/or EL students.	\$73,500.00	No
2.2	Wellness and Social Emotional Programs and Supports	The LEA will focus on counseling services, behavioral support services, and increased physical education services. These programs will provide activities focused on wellness and social emotional learning including resilience, self-management, social awareness, relationship skills, and physical body awareness and movement. Special focus will be placed on military dependents being welcomed, gaining access, and exited from school programs.	\$9,000.00	No
2.3	SEL-Screener	Utilize the DESSA screener to determine scholar social emotional needs	\$23,750.00	No
2.4	Mental Health Services	Maintain mental health services for scholars with licensed, school counselor position and increase school psychologist position from 3 to 4 days per week.	\$84,870.00	No
2.5	Partnerships with SEL vendors	Continue and expand partnership with The Soul Shoppe in the areas of Peace Maker training anger management, bullying, and racial tolerance for students.	\$2,500.00	No

Action #	Title	Description	Total Funds	Contributing
2.6	School liaison support role	Creation of a part time school liaison role to assist families with coordination of community-wide support services.	\$12,000.00	No
2.7	Update school camera system	Invest in a school-wide camera surveillance system as a monitoring tool for staff and student behavior as well as campus visitors.	\$10,000.00	
2.8	Emergency Medical Technician (EMT) and health assistant Stipends	Maintaining state licensure in the areas of health and safety contribute to scholar and staff well-being	\$3,000.00	
2.9	Parent Square Home/School Communication Platform	Continue school/teacher/parent access to Parent Square	\$2,500.00	
2.10	Provide certificated PE teacher for TK-6 scholars	Provide additional time for targeted instruction and Professional Learning Communities, especially for English Learners, foster youth, homeless youth, and low income students through the implementation of weekly physical education instruction with certificated physical education teacher in grades TK-6. Class sizes with youngest scholars (TK-2) will receive support from a PE Classified Instructional Assistant. Materials and equipment will be provided to support equal access to PE standards and programming. The PE program will have a social-emotional focus to target needs of at-risk students (English learners, foster, homeless, low-income).	\$28,000.00	
2.11	Social Emotional Focus	Under the direction and with the support of the LEA site administration, Social Emotional Learning (SEL) curriculum will be further identified and implemented to all students TK-6. A committee of administrators, teachers, and counselors, will focus on emotional		

Action #	Title	Description	Total Funds	Contributing
		health and well-being of students as the result of school closure and economic realities such as historic inflation. They will recommend professional development and support the implementation of SEL curriculum to all scholars TK-6 with an extra focus on the LEA's growing military population, students in at-risk groups (foster, homeless, students with special needs, English learners, and low income students). This committee began to be formed in the 2021-22 school year and will continue to meet to discuss best practices in this area. Funds will be spent on staff training, programs, release time and materials		
2.12	Increased safety capacity	Use of golf cart to meet immediate needs of all scholars for medical and social emotional needs on Manzanita's large, expansive campus.	\$10,000.00	
2.13	Parent outreach for EL, low income, military dependents	All parents of students who are English language learners, and/or low income, and who are military dependents will be 1) invited to attend a quarterly parent-teacher conference, 2) will be invited to take part in a yearly comprehensive survey, and 3) will be made aware of the MTSS program with information about how their child might qualify for support through this program. Translation will be made available as needed.		
2.14	Suspension analysis and intervention	Superintendent and Principal will analyze suspension data and facilitate interventions to students at-risk in order to reduce suspensions and maximize time in school for students who have been suspended.		

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

For this goal, there were no substantive differences in planned actions and/or implementation of these actions for the 2021-22 school year.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

NANCY????

An explanation of how effective the specific actions were in making progress toward the goal.

Increasing the school counselor hours was an important priority which resulted in identified scholars participating in a standardized, strength based social-emotional and behavior assessment designed to measure social emotional competence. Based on the SEL screener data, Identified scholars were then grouped into 8 social-emotional domains and participated in small group weekly sessions with the school counselor to work on relevant domains. The LEA saw a significant drop in discipline referrals during the 2nd and 3rd trimesters, and, a small increase in academic achievement between 1st and 2nd trimester with these students.

The COVID-19 Pandemic created historic realities which significantly impacted families. Mental health realities have impacted the community and local, support services are impacted and sometimes difficult to obtain. While MPCS effectively utilized its' existing resources, needs were high and not always met in a timely way.

The LEA also created a new master schedule which included weekly Arts, STEM, and Outdoor Education classes for all grades TK-6. Manzanita's school philosophy sees enrichment/extension programs as an integral way to enable scholars to realize their potential in a variety of settings beyond the traditional classroom. Through education enrichment programs, MPCS believes scholars can develop a sense of self-awareness and understand their schoolwork better with enrichment programs that are in line with the school curriculum. Students also learn how to positively grow their interests and skills to have a more robust understanding of their potential.

A school attendance team met weekly to track absenteeism and to discuss ways to track and problem solve attendance issues. This effort resulted in stable attendance patterns, despite COVID-19 surges which occurred throughout the school year.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Attendance patterns, which include tardies, is an area where the desired outcome has not been met. Looking ahead, the attendance team is planning to engage classroom teachers and the school site council for input into more creative and proactive ways to communicate the importance of school attendance and to problem solve attendance obstacles with the school's most vulnerable families.

Manzanita stakeholders have also requested the creation of a school liaison role to assist families with coordinating and acquiring support services in the areas of mental health, medical and dental needs, housing, and other life/work demands that could impede a student's ability to successfully attend and/or engage in school.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
3	All staff will engage in valuable, high quality professional learning that assists them in meeting the LEA's overarching academic and social-emotional goals.

An explanation of why the LEA has developed this goal.

Continuous professional learning has consistently been a Manzanita priority. The LEA has a rich history of high level teacher PD, including Columbia University (Lucy Calkins), The Reading Recovery Program (Mount St. Mary's), Finland (VisitEDUfinn), and the Ron Clark Academy (Essential 55 rules), AVID (Summer Institute), PBIS, and SELPA behavioral and reading training. This goal was developed in conjunction with the school's academic achievement and support goals as well as the LEA priority. The community is in collective agreement that, as a Charter school and school of choice, all staff need access to high quality training and professional development. The actions below focus on professional learning designed to improve our academic programs for all students, with a focus on students with disabilities, socio-economically disadvantaged students, and English Learners. The related metrics will help us evaluate the effectiveness and implementation status of our efforts.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
% of teachers participating with instructional coaching will report the support was valuable	Baseline data will be established in Year 1	40% of MPCS teachers participated in instructional coaching with the LEA's part time TOSA and reported satisfaction with mentoring services in the areas of essential standards tracking, reading intervention, and small group instructional practices.			95% of teachers participating in instructional coaching will report the support was valuable

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
% of TK-6 instructional staff trained on AVID strategies that focus on organizational skills, note taking, critical thinking, reading skills, and teamwork.	Baseline data will be established in Year 1	All teachers in Grades 3-6 attended AVID summer institute and attended trainings in the areas of organizational skills, note taking, critical thinking, reading skills, and writing skills.			by 2024, 100% of TK-6 instructional staff will engage in extensive professional learning on AVID strategies and approaches in order to support the reading and writing development of all elementary Special Education, English Learner, and General Education scholars.
% of instructional office staff trained on Microsoft Office Suite platforms	Baseline data will be established in Year 1	0% of instructional office staff attended trainings on Microsoft Office Suite Platforms			By 2024, 100% of office staff will be proficient in all Microsoft Office Suite platforms to more efficiently support daily tasks
Maintenance Team OSHA Academy training	Baseline data will be established in Year 1	Maintenance team did not attend OSHA Academy training. The team did attend a 2 day training on snake handling/disposal to assist with removal of these animals from the school campus.			By 2024, Maintenance operations will be trained in all school safety modules
% of instructional staff engaged in weekly professional learning community data-	Baseline data will be established in Year 1	100% of instructional staff engaged in weekly professional learning community			By 2024, 100% of instructional staff will be trained and able to fluidly move students

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
driven intervention work (WinTime)		data-driven intervention work (Win-Time) throughout the school year.			in and out of ELA and Math interventions on a bi-weekly basis.
% of All staff trained in equity and bias principles	Baseline data will be established in Year 1	100% of all staff training in equity and bias Principles.			By 2024, 100% of staff will be trained in equity and bias awareness.

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Instructional and TIPS coaching	Provide new and experienced teachers with high level coaching support on a weekly basis	\$114,475.00	No
3.2	Professional Consulting, Support Programs	<p>Provide teachers and instructional support staff access to professional learning focused on instructional strategies supporting all students, with particular attention to English Learners, Special Education, SED, and GATE learners.</p> <p>Professional consulting in the areas of English/Language Arts and Math will be available to teachers and administrators for support in focusing on students who are performing below standard. Renewed training in the area of effective small group learning instruction with paraprofessional support teams. Programs will be utilized to double and triple-dose students in need of additional instruction and practice. Instruction may also be provided during nonschool hours and during breaks in school. Providing strategies in supporting at-risk students including English Learners, foster youth, homeless youth, low income students will be the main focus.</p>	\$56,600.00	No

Action #	Title	Description	Total Funds	Contributing
		A secondary focus of the site will be in the further development of enrichment and 'growth' based learning opportunities for advanced scholars at every grade level.		
3.3	Vertical articulation	Provide all teachers and instructional support staff with time, protocols, and resources for vertical articulation related to their content areas and standards, with increased emphasis on ELA alignments with writing skills.	\$21,500.00	No
3.4	AVID Strategy building	The LEA, in collaboration with outside AVID experts, will facilitate WICR trainings to all instructional staff through a multi-year scaling up process for grades 2-6 classroom implementation	\$0.00	No
3.5	Microsoft Office Suite training	The LEA will provide all classified office staff with high quality training applicable to their work tasks to increase efficiency and confidence	\$8,400.00	No
3.6	Equity and Bias training	All staff will participate in customized workshops and trainings based on the LEA's organizational needs and ongoing data evaluation regarding equitable school-wide systems of educational delivery.	\$600.00	No
3.7	CAL/OSHA training	The Maintenance team will participate in a 30 hour safety certification training	\$5,000.00	
3.8	Introduction and establishment of Collective Teacher Efficacy (CTE) belief system	John Hattie training for all teachers to develop appropriately high, challenging expectations for scholars and to further determine what a year's growth for a year's input looks like.	\$7,500.00	No

Action #	Title	Description	Total Funds	Contributing
3.9	Classroom peer mentoring	Classroom teachers will be scheduled to visit different grade level classrooms to observe best peer practices. Collaborative feedback from visits will be shared during PD sessions.	\$4,000.00	

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2022-23 goals will occur during the 2023-24 update cycle

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Analysis of the 2022-23 goals will occur during the 2023-24 update cycle

An explanation of how effective the specific actions were in making progress toward the goal.

Analysis of the 2022-23 goals will occur during the 2023-24 update cycle

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2022-23 goals will occur during the 2023-24 update cycle

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
4	

An explanation of why the LEA has developed this goal.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24

Actions

Action #	Title	Description	Total Funds	Contributing

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

An explanation of how effective the specific actions were in making progress toward the goal.

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A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

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A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
5	

An explanation of why the LEA has developed this goal.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24

Actions

Action #	Title	Description	Total Funds	Contributing

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

An explanation of how effective the specific actions were in making progress toward the goal.

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A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

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A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2022-23]

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
10.60%	0

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
0	0	0	10.60

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

MPCS makes it a priority to first consider and respond to the needs and conditions of English Learners, low income students, foster youth, and students experiencing homelessness, as well as students with disabilities in the development of our LCAP. The actions of Goal 1 focus on continued improvement our of assessment and intervention programs, opportunities for extended learning, and direct, targeted supports for unduplicated student groups in order to help close the achievement gap for these scholars. The actions in Goal 2 focus on creating healthy and engaging school environments by focusing on providing students with social-emotional/mental health supports provided by trained staff, and promoting positive attendance to bolster both student achievement and student access to social-emotional support services. The actions of Goal 3 focus on professional learning designed to improve instructional practices particularly focused on students with disabilities, socio-economically disadvantaged, and English learners in order to better support their needs and to narrow achievement gaps for these lower performing student groups. Each action below is contributing to increasing and/or improving services for these students, and is expected to demonstrate effectiveness through positive, measurable outcomes in related metrics associated with these goals.

GOAL 1

Action 1-Common Assessments for instruction and Intervention

Action 2-Response to Intervention Staffing

Due to the continuing achievement gaps present between our English Learners, socio-economically disadvantaged learners, and SpED scholars compared to that of all other students, the LEA developed

Actions 1 and 2. It is clear that quality assessment and interventions that inform instruction are linked to improved student outcomes. Instructional coaching in the areas of reading and writing will support high quality teaching using Tier 1 intervention strategies which has shown to improve student outcomes as well. We have seen steady, measurable growth with our subgroups, but the COVID-19 Pandemic impeded that growth for some of these scholars. We expect our subgroup performance to outpace comparable subgroups across the state with the implementation of targeted intervention strategies as well as instructional coaching. These actions are being provided on a LEA wide basis, and we expect that all scholars will benefit. However, we also expect that these actions will be most effective at increasing student achievement for our unduplicated student groups.

Action 3-Summer School program for Low-Income, EL, SpED students

Action 4-Extended Learning classes

Action 5-Extended day Math Intervention

Action 7-Extended hours for bilingual front office

Due to the continuing achievement gaps present between our low income students, English Learners, and students with disabilities compared to that of other students, and the lack of access to opportunities that our low-income families face in providing extended educational opportunities to their children, the LEA developed these actions related services. Providing extended learning programs to targeted students identified as having academic and social-emotional needs is a key component to addressing the needs of the whole child. This action and its related services are being implemented on a LEA basis to these students. We expect these actions will be effective in meeting the needs of our unduplicated student groups and result in an increase of student proficiency metrics.

Based on the performance gaps of the predominantly Spanish unduplicated student group population and stakeholder input, the LEA increased Spanish speaking services for these students and families seeing this as vital to improving academic outcomes.

GOAL 2

Action 1-Analyze and improve attendance patterns for subgroups

The COVID-19 pandemic highlighted the need for the LEA to reach out, on a daily basis, to those families struggling with poverty challenges which can interfere with school attendance. We expect if our identified attendance team meets weekly to monitor the data identify and remove barriers for getting scholars to class...and nurture a habit of regular attendance, these subgroups will improve academic outcomes. When students who have been chronically absent begin attending school regularly again, their grades and achievement levels improve.

Action 2-Military student transition support

With 30% of Manzanita's student population being military dependents, the LEA recognizes these scholars experience unique, personal challenges. On average, military children change schools 6-9 times in their life. On average, military children move 3 times more often than their civilian peers. Tensions at home, enrollment issues/struggles, and adapting to new schools effects the capacity to learn. The LEA recognizes the challenges that multiple school transitions impose on military children and has created a Military Student Transition position to work with this population. This individual will focus first (but not exclusively) on those military dependents who are identified as low income, EL, and SPed populations.

Actions 3 & 4-Mental Health Services and Programs

During the past two COVID-19 pandemic related years, we have seen need-related to the social-emotional well-being and health of our scholars. Social-emotional issues, in some instances, significantly impacted the student's ability to learn, experience school connectedness, and find happiness. Students have faced many challenges and stressors related to coping with the impact of the pandemic. Underperforming groups, particularly low-income scholars, are facing exceedingly difficult circumstances and traditionally have limited access to mental health support in the community. In the two school years prior to the pandemic, the LEA began implementing a social emotional screener (DESSA), which was used, school-wide, to form small group behavioral sessions. These sessions, held with different students, focused on social-emotional lessons. Data was tracked regarding academic and behavioral progress. This data showed that underperforming scholars demonstrated greater progress when participating in DESSA small group sessions on a weekly basis. The LEA's decision to increase the school counselor position hours to 5 days a week will result in her ability to expand the DESSA small group program and ensure all underperforming scholars receives these services.

GOAL 3

Actions 1 and 2- Professional learning-Instructional Strategies and Coaching

Due to the continuing achievement gap present between our English Learners, low income students, and students with disabilities compared to that of all other students, the LEA developed this action. It is supported in academic research that highly trained, effective teachers and support staff using instructional strategies designed to create access and meet the needs of all learners leads to improved outcomes for students. The LEA is focused on the implementation. of providing teachers with continued professional learning opportunities focused on instructional strategies designed to meet the needs of our diverse student groups when the Pandemic hit. Consequently, many of the scheduled training opportunities (AVID Summer Institute, Project Based learning, etc...) were cancelled. Focusing on research based instructional strategies to meet the needs of scholars with exceptional learning needs is essential to the LEA's goal of educating the "whole child," and to narrow the existing achievement gap. We are providing this action on an LEA wide basis. However, we believe that our unduplicated student groups will benefit most from this action.

Action 4-AVID Strategy Building

The AVID program (Achievement Via Individual Determination) model underlines a deep philosophy that high quality learning takes place, first and foremost, when every teacher and support staff member is inspired and connected with their students. Research based evidence shows that when an underperforming student makes a deep and positive connection with their school, achievement gaps narrow. The AVID program offers turn-key teaching techniques and classroom activities that educators can easily incorporate in their classrooms. AVID doesn't change what is taught, it changes how material is taught. The "how" in which material is taught is designed, specifically, to allow for better learning access for EL, low-income, and SpEd students.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

The actions and services provided are, based on stakeholder input, the most effective use of these funds to meet our LEA's goals for our English Learners, low-income students, Foster Youth, and students experiencing homelessness, as well as students with disabilities. The LEA carefully analyzed local data, surveyed all stakeholders, and created an educational design with these learner needs prioritized. The planned actions and services, and their related budgeted expenditures, clearly show that the LEA is meeting the required proportional increase in spending for unduplicated students relative to that of all students for the LCAP year.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	20:1	

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of certificated staff providing direct services to students	20:1	

2022-23 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$1,281,058.00	\$336,048.00		\$468,275.00	\$2,085,381.00	\$1,768,081.00	\$317,300.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	Common Assessments for Instruction and Intervention	All	\$251,394.00			\$4,500.00	\$255,894.00
1	1.2	Response to intervention staffing	English Learners Foster Youth Low Income	\$56,734.00			\$124,800.00	\$181,534.00
1	1.3	K-6 Summer Program for low-income students	All		\$40,000.00			\$40,000.00
1	1.4	Essential Enrichment Learning Programming	All	\$215,960.00			\$157,500.00	\$373,460.00
1	1.5	English Language Development (ELD) Support	English Learners Foster Youth Low Income	\$71,000.00			\$41,000.00	\$112,000.00
1	1.6	Extra Support for Foster/Homeless Students	English Learners Foster Youth Low Income	\$59,000.00				\$59,000.00
1	1.7	Extended learning days	English Learners Foster Youth Low Income		\$128,000.00			\$128,000.00
1	1.8	Restructuring Instructional Time-On Site intervention	All Students with Disabilities English Learners Foster Youth Low Income		\$109,448.00			\$109,448.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.9	Extended Learning Opportunities - Instructional Assistants in kindergarten	All	\$43,200.00				\$43,200.00
1	1.10	Family liaison specialist position		\$12,000.00				\$12,000.00
1	1.11	EL professional development		\$38,650.00				\$38,650.00
1	1.12	EL Instruction	English Learners Foster Youth Low Income	\$225,000.00				\$225,000.00
1	1.13	EL instructional materials					\$20,000.00	\$20,000.00
1	1.14	Expansion to a Grade 7 and 8 instructional model		\$10,000.00				\$10,000.00
2	2.1	Chronic Absenteeism response	All	\$73,500.00				\$73,500.00
2	2.2	Wellness and Social Emotional Programs and Supports	All	\$9,000.00				\$9,000.00
2	2.3	SEL-Screener	All	\$5,000.00			\$18,750.00	\$23,750.00
2	2.4	Mental Health Services	All	\$28,620.00			\$56,250.00	\$84,870.00
2	2.5	Partnerships with SEL vendors	All	\$2,500.00				\$2,500.00
2	2.6	School liaison support role	All	\$12,000.00				\$12,000.00
2	2.7	Update school camera system		\$10,000.00				\$10,000.00
2	2.8	Emergency Medical Technician (EMT) and health assistant Stipends		\$3,000.00				\$3,000.00
2	2.9	Parent Square		\$2,500.00				\$2,500.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
		Home/School Communication Platform						
2	2.10	Provide certificated PE teacher for TK-6 scholars		\$2,000.00	\$26,000.00			\$28,000.00
2	2.11	Social Emotional Focus						
2	2.12	Increased safety capacity		\$10,000.00				\$10,000.00
2	2.13	Parent outreach for EL, low income, military dependents						
2	2.14	Suspension analysis and intervention						
3	3.1	Instructional and TIPS coaching	All	\$58,000.00	\$11,000.00		\$45,475.00	\$114,475.00
3	3.2	Professional Consulting, Support Programs	All	\$35,000.00	\$21,600.00			\$56,600.00
3	3.3	Vertical articulation	All	\$21,500.00				\$21,500.00
3	3.4	AVID Strategy building	All					\$0.00
3	3.5	Microsoft Office Suite training	All	\$8,400.00				\$8,400.00
3	3.6	Equity and Bias training	All	\$600.00				\$600.00
3	3.7	CAL/OSHA training		\$5,000.00				\$5,000.00
3	3.8	Introduction and establishment of Collective Teacher Efficacy (CTE) belief system	All	\$7,500.00				\$7,500.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
3	3.9	Classroom peer mentoring		\$4,000.00				\$4,000.00

2022-23 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
3,559,240	10.60%	0	0	10.60	\$411,734.00	0.00%	0.00 %	Total:	\$411,734.00
								LEA-wide Total:	\$186,734.00
								Limited Total:	\$0.00
								Schoolwide Total:	\$355,000.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.2	Response to intervention staffing	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$56,734.00	
1	1.5	English Language Development (ELD) Support	Yes	LEA-wide Schoolwide	English Learners Foster Youth Low Income	All Schools	\$71,000.00	
1	1.6	Extra Support for Foster/Homeless Students	Yes	LEA-wide Schoolwide	English Learners Foster Youth Low Income	All Schools	\$59,000.00	
1	1.7	Extended learning days	Yes	Schoolwide Limited to Unduplicated Student Group(s)	English Learners Foster Youth Low Income			
1	1.8	Restructuring Instructional Time-On Site intervention	Yes	Schoolwide	English Learners Foster Youth Low Income			
1	1.12	EL Instruction	Yes	Schoolwide	English Learners Foster Youth Low Income		\$225,000.00	

2021-22 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$1,661,365.00	\$1,445,920.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	Common Assessments for Instruction and Intervention	No Yes	\$177,400.00	202,263
1	1.2	Response to intervention staffing	No Yes	\$173,523.00	\$133,523
1	1.3	K-6 Summer Program for low-income students	No Yes	\$151,000.00	\$112,612
1	1.4	Extended Learning Programming	No Yes	\$363,000.00	\$436,000
1	1.5	EL Supports	Yes	\$112,000.00	\$72,000
1	1.6	Bilingual front office support	Yes	\$38,000.00	\$44,370
1	1.7	Extended learning days	No Yes	\$169,400.00	\$62,206

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
2	2.1	Chronic Absenteeism response	No	\$76,000.00	\$71,920
2	2.2	Wellness and Social Emotional Programs and Supports	No Yes	\$36,500.00	\$9,000
2	2.3	SEL-Screener	No Yes	\$23,750.00	\$20,651
2	2.4	Mental Health Services	No	\$113,250.00	\$113,050
2	2.5	Partnerships with SEL vendors	No	\$8,500.00	\$6,750
3	3.1	Instructional and TIPS coaching	No	\$106,542.00	\$115,575
3	3.2	Professional Learning-Instructional Strategies	No Yes	\$80,000.00	\$46,000
3	3.3	Vertical articulation	No	\$21,500.00	0
3	3.4	AVID Strategy building	No	\$0.00	0
3	3.5	Microsoft Office Suite training	No	\$8,400.00	0
3	3.6	Equity and Bias training	No	\$600.00	0

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
3	3.7	CAL/OSHA training		\$2,000.00	0
3	3.8	Executive Functioning and self regulation	No		0

2021-22 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
\$416,794	\$694,323.00	\$143,893.00	\$550,430.00	0.00%	0.00%	0.00%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.1	Common Assessments for Instruction and Intervention	Yes	\$152,900.00			
1	1.2	Response to intervention staffing	Yes	\$53,523.00	\$53,523	0	0
1	1.3	K-6 Summer Program for low-income students	Yes				
1	1.4	Extended Learning Programming	Yes	\$186,000.00			
1	1.5	EL Supports	Yes	\$86,000.00	\$46,000	0	0
1	1.6	Bilingual front office support	Yes	\$38,000.00	\$44,370	0	0
1	1.7	Extended learning days	Yes	\$56,400.00			
2	2.2	Wellness and Social Emotional Programs and Supports	Yes	\$36,500.00			
2	2.3	SEL-Screener	Yes	\$5,000.00			
3	3.2	Professional Learning-Instructional Strategies	Yes	\$80,000.00			

2021-22 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
\$3,318,250	\$416,794	0	12.56%	\$143,893.00	0.00%	4.34%	0	0

Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
 - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
 - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
 - Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for educational partners and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard (Dashboard), how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions that the LEA believes, based on input gathered from educational partners, research, and experience, will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

Requirements and Instructions

General Information – Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

Reflections: Successes – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, input from educational partners, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

Reflections: Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the “Red” or “Orange” performance category or any local indicator where the LEA received a “Not Met” or “Not Met for Two or More Years” rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

LCAP Highlights – Identify and briefly summarize the key features of this year's LCAP.

Comprehensive Support and Improvement – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC Section 52064[e][1]*). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc/>.

Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for engagement of educational partners in the LCAP development process:

Local Control and Accountability Plan:

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.
- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

Prompt 1: “A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.”

Describe the engagement process used by the LEA to involve educational partners in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required educational partners as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA’s philosophical approach to engaging its educational partners.

Prompt 2: “A summary of the feedback provided by specific educational partners.”

Describe and summarize the feedback provided by specific educational partners. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from educational partners.

Prompt 3: “A description of the aspects of the LCAP that were influenced by specific input from educational partners.”

A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the educational partner feedback described in response to Prompt 2. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, “aspects” of an LCAP that may have been influenced by educational partner input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions

- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

Focus Goal(s)

Goal Description: The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Broad Goal

Goal Description: Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Goal Description: Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Explanation of why the LEA has developed this goal: Explain how the actions will sustain the progress exemplified by the related metrics.

Required Goals

In general, LEAs have flexibility in determining what goals to include in the LCAP and what those goals will address; however, beginning with the development of the 2022–23 LCAP, LEAs that meet certain criteria are required to include a specific goal in their LCAP.

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Consistently low-performing student group(s) goal requirement:** An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA's eligibility for Differentiated

Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.

- **Goal Description:** Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA's eligibility for Differentiated Assistance.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

Low-performing school(s) criteria: The following criteria only applies to a school district or COE with two or more schools; it does not apply to a single-school district. A school district or COE has one or more schools that, for two consecutive years, received the two lowest performance levels on all but one of the state indicators for which the school(s) receive performance levels in the Dashboard and the performance of the "All Students" student group for the LEA is at least one performance level higher in all of those indicators. A list of the LEAs required to include a goal in the LCAP based on school performance, and the school(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Low-performing school(s) goal requirement:** A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.
- **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g., high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–21 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g., graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric:** Indicate how progress is being measured using a metric.
- **Baseline:** Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome:** When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome:** When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome:** When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023–24:** When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2022–23 . Leave blank until then.	Enter information in this box when completing the LCAP for 2023–24 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 . Leave blank until then.	Enter information in this box when completing the LCAP for 2021–22 or when adding a new metric.

The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

Actions: Enter the action number. Provide a short title for the action. This title will also appear in the action tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No. (**Note:** for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

Actions for English Learners: School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC* Section 306, provided to students and professional development activities specific to English learners.

Actions for Foster Youth: School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Requirements and Instructions

Projected LCFF Supplemental and/or Concentration Grants: Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of low income, foster youth, and English learner students.

Projected Additional LCFF Concentration Grant (15 percent): Specify the amount of additional LCFF concentration grant add-on funding, as described in EC Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year: Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

LCFF Carryover — Percentage: Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar: Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

Total Percentage to Increase or Improve Services for the Coming School Year: Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 CCR Section 15496(a)(7).

Required Descriptions:

For each action being provided to an entire school, or across the entire school district or COE, an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

Principally Directed and Effective: An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA's goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7 percent lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action[s])

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100 percent attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

COEs and Charter Schools: Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

Unduplicated Percentage > 55 percent: For school districts with an unduplicated pupil percentage of 55 percent or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

Unduplicated Percentage < 55 percent: For school districts with an unduplicated pupil percentage of less than 55 percent, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions Provided on a Schoolwide Basis:

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

For schools with 40 percent or more enrollment of unduplicated pupils: Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

For school districts expending funds on a schoolwide basis at a school with less than 40 percent enrollment of unduplicated pupils: Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided on an LEA-wide or schoolwide basis or provided on a limited basis to unduplicated students. A limited action is an action that only serves foster youth, English learners, and/or low-income students. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

For any action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage. See the instructions for determining the Planned Percentage of Improved Services for information on calculating the Percentage of Improved Services.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in EC Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of full time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Data Entry Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Data Entry Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. With the exception of the Data Entry Table, the word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)

- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2022–23 LCAP, 2022–23 will be the coming LCAP Year and 2021–22 will be the current LCAP Year.

Data Entry Table

The Data Entry Table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included. In the Data Entry Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
 - **Note:** For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
 - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column
- 5. Total Planned Percentage of Improved Services
 - This percentage is the total of the Planned Percentage of Improved Services column
- Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)
 - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- 6. Estimated Actual LCFF Supplemental and Concentration Grants
 - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)

- 7. Total Estimated Actual Expenditures for Contributing Actions
 - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
 - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
 - This amount is the total of the Planned Percentage of Improved Services column
- 8. Total Estimated Actual Percentage of Improved Services (%)
 - This amount is the total of the Estimated Actual Percentage of Improved Services column
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
 - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8)

LCFF Carryover Table

- 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)
 - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)
 - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- 12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)
 - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- 13. LCFF Carryover — Percentage (12 divided by 9)
 - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
January 2022



Board Agenda Item :

ITEM TITLE : Discussion and Approval to increase salary schedules 6% for the 2022/2023 fiscal year.

BACKGROUND:

- Here is a short history of raises:
 - 2018/19 : 2.25%
 - 2019/20 : 4.00% (Certificated only)
 - 2020/2021 0%
 - 2021/2022 6% (All staff)
- The State is allocating a 6.56% COLA for 22/23 (equates to estimated \$285,000 more State revenues for 22-23). This 6% proposed raise has been developed in the multiyear projections and shows promise of sustainability.
- Overall Manzanita high reserves and strong state revenues supports the recommendation to increase salaries 6% for the 2022/2023 fiscal year.
- Increase of 6% includes all Certificated, Non Certificated, Classified and Administrative salaries for the 2022-2023 school year.
- Substitute teachers are exempt from this salary increase and this group will be evaluated in the fall 2022.
- STRS retirees receive an annual increase from the State and are exempt from this increase also.

RECOMMENDATION: Approve salary increase of 6% for employees. Exemption is substitute teachers whose daily rate will be evaluated in the fall and salaried STRS retirees.

RESOURCE PERSON: Suzanne Nicastro

FISCAL IMPACT: Approx. \$210,000 – to be included in proposed budget if approved.

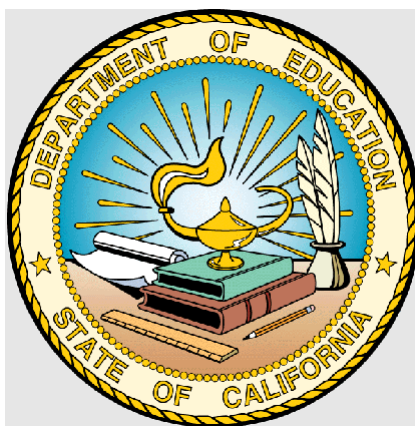
FUNDING SOURCE: State of California, LCFF

Expanded Learning Opportunities Program Plan Guide

EXPANDED LEARNING OPPORTUNITIES PROGRAM PLAN GUIDE

Prepared by:
Expanded Learning Division

California Department of Education
1430 N Street, Suite 3400
Sacramento, CA 95814-5901
916-319-0923



This Program Plan Template Guide is required by California *Education Code (EC)* Section 46120(b)(2)

Note: This cover page is an example, programs are free to use their own logos and the name of their program.

Expanded Learning Opportunities Program Plan Guide

Name of Local Educational Agency and Expanded Learning Opportunities Program Site(s)

Local Educational Agency (LEA) Name: Manzanita Public Charter School

Contact Name: Suzanne Nicastro

Contact Email: suzanne.nicastro@manzanitacharterschool.com

Contact Phone: 8057345600

Instructions: Please list the school sites that your LEA selected to operate the Expanded Learning Opportunities Program (ELO-P). Add additional rows as needed.

1. Manzanita Public Charter School
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

Purpose

This template will aid LEAs in the development of a program plan as required by *EC* Section 46120(b)(2). In this program plan, LEAs will describe program activities that support the whole child, and students' Social and Emotional Learning (SEL) and development.

Definitions

"Expanded learning" means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning

Expanded Learning Opportunities Program Plan Guide

experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year. (*EC* Section 8482.1[a])

“Expanded learning opportunities” has the same meaning as “expanded learning” as defined in *EC* Section 8482.1. “Expanded learning opportunities” does not mean an extension of instructional time, but rather, opportunities to engage pupils in enrichment, play, nutrition, and other developmentally appropriate activities. (*EC* Section 46120[e][1])

Instructions

This Program Plan needs to be approved by the LEA’s Governing Board in a public meeting and posted on the LEA’s website.

The program plan template guide is considered a living document that is periodically reviewed and adjusted to reflect the needs of the community, updates in the law, and to provide continuous improvement in the development of an effective ELO-P.

The LEA is responsible for creating, reviewing, and updating the program plan every three years in accordance with *EC* Section 8482.3(g)(1). LEAs are encouraged to work collaboratively with partners and staff to develop and review the program plan. The LEA is responsible for the plan and the oversight of any community partners or subcontractors. The LEA should include any partners in the development and review of the plan. It is recommended that the plan be reviewed annually.

The Expanded Learning Division adopted the *Quality Standards for Expanded Learning in California* (Quality Standards) and introduced requirements for Continuous Quality Improvement (CQI) to help programs engage in reflection and be intentional about program management practices and activities delivered to students. To create the program plan, provide a narrative description in response to the prompts listed under each Quality Standard below. The LEA may customize and include additional prompts, such as describing SEL activities, or refining the plan. In addition to the narrative response, it may be useful to include tables, charts, or other visual representations that contribute to the understanding of the ELO-P. LEAs are encouraged to download and reference the Quality Standards in order to provide ongoing improvements to the program. The Quality Standards can be found on the California Department of Education’s (CDE) Quality Standards and CQI web page, located at <https://www.cde.ca.gov/ls/ex/qualstandcqi.asp>.

Expanded Learning Opportunities Program Plan Guide

1—Safe and Supportive Environment

Describe how the program will provide opportunities for students to experience a safe and supportive environment. Include if the program will be offered on the schoolsite or off campus. If not on site, describe where in the community it will be and how students will be supported to get there.

Manzanita Public Charter School is committed to providing scholars with a safe, violence free, bullying free learning environment. In order to accomplish this goal, the staff is dedicated to achieving an implementation of life skills/Cyber safety curriculum, providing a clear and easy to understand framework for social interaction among scholars, and swiftly addressing issues that do arise on campus with clear communication that involves staff, scholars, and families.

Manzanita offered an expanded learning opportunity program during summer school (2021) for all interested TK-5 scholars and for all TK scholars during the 22-23 regular school year. The 9 hour day for TK scholars will begin at 8 a.m. and conclude at 5 p.m., 4 days per week. The program will be offered on the school site and be staffed by paraprofessionals. Bussing will be provided for these scholars.

Manzanita plans to expand its extended learning opportunities during the 23-24

2—Active and Engaged Learning

Describe how the program will provide opportunities for students to experience active and engaged learning that either supports or supplements, but does not duplicate, the instructional day.

Manzanita's extended learning program will focus on providing enrichment activities which include but are not limited to the following:

1. Creative play that includes water and sand elements
2. Introducing "mirror talk" to help scholars practice reflecting back what they see and hear
3. Provide more imaginative play opportunities
4. Create problem solving lessons/opportunities for scholars to build self esteem
5. Outdoor gross motor skill lessons/play
6. Activities that improve grip (e.g. spray bottle painting)
7. Supplemental reading activities
8. Sports camps and clubs
9. Daily, life skills including cooking, sewing, and housecleaning

Expanded Learning Opportunities Program Plan Guide

3—Skill Building

Describe how the program will provide opportunities for students to experience skill building.

The LEA's ELO-P program is designed for scholars to experience learning opportunities in a variety of disciplines. Young learners are naturally curious, and some of after school activities that will be introduced will focus on fostering inquiry skills through the use of simple experiments and hands on learning. Physical education and purposeful play supports healthy growth and motor skill development and has an impact on the developing brain. Early physical experiences enhance the brain and body for children. Creativity and arts exploration help young minds to recognize and reflect on their own feelings and the feelings of others. Daily, life skills help children to feel connected and a valued family member.

The ELO-P program will also include tutoring and homework assistance designed to help scholars meet grade level standards. Homework assistance will be provided daily for a minimum of 30 minutes. There will be an educational enrichment component each day with a minimum of 45 minutes of fine arts, physical education,

4—Youth Voice and Leadership

Describe how the program will provide opportunities for students to engage in youth voice and leadership.

The LEA's ELO-P program will be including the "Mood Meter" (which can be found under the RULER framework by Yale), as part of the larger framework for the extended day program. The Mood Meter focuses on the recognition and labeling of emotions. It functions as a road map for children to begin expanding their emotional vocabulary to fit the complex feelings they experience. For example, if a child says they are mad or upset when they are anxious or maybe frustrated, it may take time to get to the root of what they are actually feeling.

The Program will introduce and adopt the "Mood Meter" to compliment the current use of "I Messaging" already in place on the campus.

Expanded Learning Opportunities Program Plan Guide

5—Healthy Choices and Behaviors

Describe how the program will provide opportunities for students to engage in healthy choices and behaviors. Describe how students will be served nutritious meals and/or snacks during the ELO-P hours of programing.

Through structured and unstructured play activities, scholars learn and grow through play. Play provides scholars with an opportunity to learn while engaging in fun activities, discovering their own physical space, and build social skills with peers.

The ELO-P program will develop collaborative partnerships with outside agencies to support activities of great interest to scholars such as Dance, Zumba, Yoga, fitness exercise circuit, and multiple sports activities.

Manzanita Public Charter School maintains a Food Service Contract with its authorizing agency, Lompoc Unified School District. The LEA participates in the National School Lunch Program and the NSLP program will provide after school snacks for the ELO-P program.

6—Diversity, Access, and Equity

Describe how the program is designed to address cultural and linguistic diversity and provide opportunities for all students to experience diversity, access, and equity. Describe how the ELO-P will provide access and opportunity for students with disabilities.

The LEA's ELO-P program will be inclusive of all scholars who represent the school's subgroups: socio-economically disadvantaged, EL, and Foster Youth. Manzanita is located on Vandenberg Space Force Base, so the LEA also serves a subgroup of military dependents with unique needs. The extended day program is designed to provide open Access and opportunities for all these groups, including our special education scholars on an active IEP.

Staffing, bussing, and appropriate support measures are in place to provide access. The LEA is making strong efforts to hire a diverse staff for the ELO-P program, recognizing the importance of scholars interacting with role models who look familiar and share cultural similarities.

Expanded Learning Opportunities Program Plan Guide

7—Quality Staff

Describe how the program will provide opportunities for students to engage with quality staff.

All program contractors will be required to maintain ongoing compliance with MPCS's requirements for Instructional Assistants as well as undergo a criminal background check required by the Department of Justice and Federal Bureau of Investigation. All Instructional Aides involved in the program must meet the NCLB qualifications for their position.

Staff members are recruited primarily from a local, geographic pool. Hiring notices are posted in the school office lounge, Job postings are listed in ED-JOIN and sometimes in local, social media announcements. Hired paraprofessional staff receive weekly trainings from the LEA's SELPA agency, in the areas of classroom management, social emotional (PBIS) strategies, and small group instructional support.

8—Clear Vision, Mission, and Purpose

Describe the program's clear vision, mission, and purpose.

The ELO-P program is, essentially, designed with a mission to support the "whole child" and to build the necessary skills to support a physically, mentally, and emotionally healthy child. The program's primary purpose is to improve scholar outcomes in areas of self esteem, physical health, academic and emotional vocabulary, and help scholars find a broader awareness of their important role in family, school, and society.

Expanded Learning Opportunities Program Plan Guide

9—Collaborative Partnerships

Describe the program's collaborative partnerships. Local educational agencies are encouraged to collaborate with non-LEA entities to administer and implement ELO-P programs.

Manzanita Public Charter School is currently exploring collaborative partnerships with outside agencies to assist with its ELO-P program. No partnerships are currently in place. The LEA plans to staff its TK ELO-P program in house, but seek outside agency support for the 23-24 school year when the program includes TK-6 scholars.

10—Continuous Quality Improvement

Describe the program's Continuous Quality Improvement plan.

The quality standards for Expanded Learning will be used to assess program quality, and used to revise and refine the areas of improvement. Data will be collected in a variety of ways including surveys, interviews, observations, and self assessments. The information will be collected from all stakeholders, which will include scholars, staff, families, and community members. The results will be used to drive improvement of the program.

Each year, prior to school opening, The School Principal, Assistant Principal, and Superintendent will participate and review the program quality and discuss possible changes in the program. Staff will also be given the opportunity to contribute ideas for program improvement to implement.

The ELO-P program staff will meet quarterly to discuss all areas of program design and implementation, provide key programmatic and financial guidance, and conduct ongoing formative evaluation to ensure program effectiveness.

The LEA will provide ongoing staff development and outside partnerships to assist staff in

Expanded Learning Opportunities Program Plan Guide

11—Program Management

Describe the plan for program management.

Manzanita will assign a “key leader” for the program. This key leader will be responsible for creating and monitoring documents which record the last and first names of student participants, and keeps monthly attendance sheets. The key leader will compute the attendance percentages and compare it to the identified target goal. The instructional staff will organize and communicate programmic information with MPCS families through the school’s Parent Square APP.

The LEA administration will be responsible for coordinating food and bus services for the program.

General Questions

Existing After School Education and Safety (ASES) and 21st Community Learning Centers (21st CCLC) Elementary and Middle School grantees.

ASES, 21st CCLC Elementary/Middle School, and the ELO-P should be considered a single, comprehensive program. In coordinating all these funding streams to move towards a single program, the expectation is that the most stringent requirements will be adopted for program guidance. If one or both grants are held, please describe how the ELO-P funding will be used to create one comprehensive and universal Expanded Learning Program.

N/A

Expanded Learning Opportunities Program Plan Guide

Transitional Kindergarten and Kindergarten

Programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1. (EC Section 46120[b][2][D]). Please address the proposed schedule and plan for recruiting and preparing staff to work in the program, including supporting them to understand how to work with younger children. How will the lower pupil-to-staff ratio be maintained? How will the curriculum and program be developmentally-informed to address this younger age group?

Manzanita will have a 12:1 ration for TK scholars during the 22-23 school year. The LEA will maintain the lower pupil-to-staff ratio by including the paraprofessional position(s) in the 22-23 school budget. The TK program at MPCS has been in place since 2017, and the curriculum and program is developmentally modeled to address this young age group with a mixture of preschool and pre-kindergarten. Manzanita's TK model, which will morph into the State's new UPK model, is designed to strategically use play, along with classroom organization and learning centers, to prepare children for their futures...and to create happy, healthy, and inquisitive learners for life.

Sample Program Schedule

Please submit a sample program schedule that describes how the ELO-P or other fund sources, including the California State Preschool Program for children enrolled in transitional kindergarten or kindergarten, will be combined with the instructional day to create a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports). Also, submit a sample schedule for a minimum nine-hour summer or intersession day.

Regular Instructional Day Schedule

Bus pickup:	7:30
School Arrival:	8
Breakfast:	8-8:15
Classroom learning:	8:15-10
Recess:	10-10:15
Classroom learning:	10:15-12
Lunch/Recess:	12-12:45
Classroom learning	12/45-2
Electives/specials	2-3
ELO-P program	3-5

Expanded Learning Opportunities Program Plan Guide

Below are additional legal requirements for the ELO-P. Please ensure your Program Plan meets all of these legal requirements:

EC Section 46120(b)(2):

[LEAs] operating expanded learning opportunities programs may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple school sites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on the following;

(2) [LEAs] operating expanded learning opportunity programs pursuant to this section may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple schoolsites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on all of the following:

(A) The department's guidance.

(B) Section 8482.6.

(C) Paragraphs (1) to (9), inclusive, and paragraph (12) of subdivision (c) of Section 8483.3.

(D) Section 8483.4, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

EC Section 46120(b)(1)(A):

On schooldays, as described in Section 46100 and Sections 46110 to 46119, inclusive, and days on which school is taught for the purpose of meeting the 175-instructional-day offering as described in Section 11960 of Title 5 of the California Code of Regulations, in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, are no less than nine hours of combined instructional time and expanded learning opportunities per instructional day.

EC Section 46120(b)(1)(B):

For at least 30 nonschooldays, during intersessional periods, no less than nine hours of in-person expanded learning opportunities per day.

Expanded Learning Opportunities Program Plan Guide

EC Section 46120(b)(3):

[LEAs] shall prioritize services provided pursuant to this section at schoolsites in the lowest income communities, as determined by prior year percentages of pupils eligible for free and reduced-price meals, while maximizing the number of schools and neighborhoods with expanded learning opportunities programs across their attendance area.

EC Section 46120(b)(4):

[LEAs] may serve all pupils, including elementary, middle, and secondary school pupils, in expanded learning opportunity programs provided pursuant to this section.

EC Section 46120(b)(6):

[LEAs] are encouraged to collaborate with community-based organizations and childcare providers, especially those participating in state or federally subsidized childcare programs, to maximize the number of expanded learning opportunities programs offered across their attendance areas.

EC Section 46120(c):

A [LEA] shall be subject to the audit conducted pursuant to Section 41020 to determine compliance with subdivision (b).

EC Section 8482.3(d):

[LEAs] shall agree that snacks made available through a program shall conform to the nutrition standards in Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2.

[LEAs] shall agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (42 United States Code [U.S.C.] Section 1766).

EC Section 8482.6:

Every pupil attending a school operating a program . . . is eligible to participate in the program, subject to program capacity. A program established . . . may charge family fees. Programs that charge family fees shall waive the cost of these fees for pupils who are eligible for free or reduced-price meals, for a child that is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11434a), or for a child who the program knows is in foster care. A program

Expanded Learning Opportunities Program Plan Guide

that charges family fees shall schedule fees on a sliding scale that considers family income and ability to pay.

EC sections 8483.4 and 46120(b)(2)(D):

The administrator of every program established pursuant to this article shall establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district. Selection of the program site supervisors shall be subject to the approval of the school site principal. The administrator shall also ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

EC Section 8482.3(c)(1)(A–B):

Each component of a program established pursuant to this article shall consist of the following two elements:

(A) An educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.

(B) An educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities.

**UNIVERSAL PREKINDERGARTEN (UPK)
LOCAL EDUCATIONAL AGENCY ASSESSMENT TOOL
Manzanita Public Charter School
June 15, 2022**

Purpose

The Universal Prekindergarten (UPK) Local Educational Agency (LEA) Assessment Tool was developed to support the ongoing planning process to expand access to prekindergarten programs. The UPK LEA Assessment Tool is a companion document to the Universal Prekindergarten Planning Toolkit: A Resource Guide for County Offices of Education in California (CCSESA, 2022) and the Universal Prekindergarten Planning and Implementation Grant Program – Planning Template (CDE, 2021). The UPK planning template includes required and recommended planning questions which form a set of core planning questions which are critical to supporting the development of a comprehensive, responsive, and community-centered UPK Plan.

Required Questions: LEAs will be required to answer the required data questions outlined in the UPK Planning Template.

Recommended Questions: LEAs are highly encouraged to incorporate answers to these questions in their UPK Plans. Responses to these questions are not required for submission to the CDE but do support more holistic planning that meets the intent of these funds. The UPK LEA Assessment Tool includes prompts that are aligned with the required and recommended planning questions from the Universal Prekindergarten Planning and Implementation Grant Program – Planning Template and is organized as follows:

- A. Vision and Coherence
- B. Community Engagement and Partnerships
- C. Workforce Recruitment and Professional Learning
- D. Curriculum, Instruction, and Assessment
- E. LEA Facilities, Services, and Operations

FOCUS AREA A: VISION AND COHERENCE

1. Manzanita Public Charter School (MPCS) identified one or more of the following model(s) of service delivery to implement universal prekindergarten (UPK) for all four-year-old children, including classes fully inclusive of children with disabilities:

Model options (MPCS options highlighted in yellow):

- a. Transitional Kindergarten (TK) offered at all sites
- b. TK offered at some sites
- c. TK stand-alone classes
- d. TK and kindergarten combination classes

- e. California State Preschool Program (CSPP) and TK combination classes (CSPP funding and average daily attendance funding)
- f. Locally-funded preschool and TK combination classes
- g. CSPP stand-alone classes
- h. Head Start stand-alone
- i. Other

2. Manzanita has determined it will implement full-day TK.

- A. Full-day TK
- B. Part-day TK
- C. Both

3. Manzanita has determined it will implement the selected model(s) of service delivery in the following ways:

4. Does the LEA plan to operate a CSPP or expand its current CSPP contract?

- A. Yes – the LEA applied to expand its existing CSPP contract in 2022–23
- B. Yes – the LEA applied for a new CSPP contract in 2022–23
- C. Yes – the LEA will apply to expand its existing CSPP contract in future years (if funding is appropriated by the legislature)
- D. Yes – the LEA plans to apply to administer a CSPP contract in future years (if funding is appropriated by the legislature)
- E. No – the LEA has no plans to begin or expand a CSPP contract in future years
- F. No – the LEA plans to relinquish or reduce CSPP services in future years

5. Has the LEA identified whether it will serve students eligible for early admittance TK, for children whose fifth birthday occurs after the enrollment date for the year of implementation?

Yes, Manzanita will serve these students based on a readiness factor and socio-economic need.

6. Has the LEA developed/revised its vision for UPK?

Manzanita has offered a full day TK program since 2018. The LEA has revised its vision to include UPK guidelines such as a 12:1 adult ratio, a 9 hour day, and strengthening the understanding of early childhood development programs through professional development and teacher/para professional certification programs. The LEA's 40 million dollar facilities rehabilitation project (PSMI/Prop 51) includes the addition of 2 new UPK classrooms as well as developmentally appropriate playground equipment.

7. Has the LEA determined what service delivery model(s) will be integrated to offer UPK programming, including the nine hours of total extended learning and care programming around the TK instructional time for families that opt in?

Manzanita plans to continue a full day UPK model which begins at 8 a.m. and concludes at 5 p.m. daily. The UPK classroom will include CA standards based curriculum but it will be delivered in a Finnish model of small group, outdoor learning. Para professionals will run the after school UPK program, which will focus on enrichment activities.

8. Has the LEA designed the administrative structure that will support and monitor the UPK program and facilitate connections with the Expanded Learning Opportunities Program (ELO-P) as well as non-LEA-administered early learning and care programs that will support the extended learning components of UPK?

The LEA Superintendent, School Principal, Special Education Director, and Charter Management Organization (DMS) will work together to develop and monitor the ELO-P connection to Manzanita's UPK program.

9. Has the LEA identified and assigned the individuals that will be responsible for implementing UPK?

Manzanita will implement a new decision making group called "MPCS Littles" in Fall of 2022. The "MPCS Littles" will consist of the school Principal, 3 kindergarten teachers, one Parent school site council member, and the LEA Superintendent.

Has the LEA determined how the proposed UPK model will be integrated with the district's Local Control and Accountability Plan (LCAP)?

Manzanita's LCAP plan includes a TK model and is staffed accordingly. Looking ahead, the UPK model will require specialized certifications and skill sets for both classroom teacher and paraprofessional support persons. The LCAP professional development section (GOAL 3) of our LEA's LCAP, will be adjusted to include funding for this PD to meet UPK requirements.

10. Has the LEA identified how it will ensure the inclusion of students with disabilities in UPK classrooms and who will be involved in the process?

11. Has the LEA described how it will support sites in building connections between them and ELO-P, as well as early learning and care partners?

FOCUS AREA B: COMMUNITY ENGAGEMENT AND PARTNERSHIPS

Has the LEA identified which opportunities it will offer to obtain public input on the UPK Plan?

Opportunities for public input:

1. Parent Teacher Association Meetings
2. Family or parent surveys
3. English Learner Advisory Committee (ELAC)
4. District English Learner Advisory Committee (DELAC)
5. Special Education Local Plan Area (SELPA)
6. School Site Council
7. District Advisory Committee
8. LCAP educational partners input sessions
9. Tribal Community input session
10. Co-hosting events with community-based organizations (CBOs)
11. Hosting meet and greets with the early learning and care community
12. Local Planning Council (LPC) Meetings
13. Local Quality Counts California (QCC) consortia meetings
14. First 5 County Commission meetings
15. Community Advisory Committee (CAC)
16. Head Start Policy Council meetings
17. Collaboration with parent engagement centers (for example, Parent Training and Information Center [PTIC], Community Parent Resource Center [CPRC], Family Empowerment Centers [FEC])
18. Other

2. Has the LEA selected the programs it will combine with the TK instructional day to offer a minimum of nine hours per day of programming for children whose families opt in for extended learning and care?

Program options:

1. Expanded learning programs on an LEA site (After School Education and Safety [ASES], 21st Century Community Learning Centers [21st CCLC], ELO-P)
2. Expanded learning programs at a CBO site (ASES, 21st CCLC, ELO-P)
3. CSPP (on an LEA site)
4. CSPP (at a CBO site)
5. LEA- or locally-funded preschool
6. Head Start
7. LEA preschool funded with Title I of the Every Student Succeeds Act funds
8. Other CBO preschool
9. State subsidized child care (not including CSPP)
10. Other
- 11.

FOCUS AREA C: WORKFORCE RECRUITMENT AND PROFESSIONAL LEARNING

1. Has the LEA identified strategies to support diverse and effective prospective TK teachers, including multilingual educators, to earn a Multiple Subject Teaching Credential?

Strategy options:

1. Partner with one or more local Institutions of higher education (IHEs) or the County Office of Education (COE) to help support teachers holding less than a full credential to complete requirements to earn a preliminary Multiple Subject Teaching Credential
2. Apply for a California Classified School Employee Teacher Credentialing Program grant (<https://www.ctc.ca.gov/educator-prep/grant-funded-programs/Classified-Sch-Empl-Teacher-Cred-Prog>) on your own, with your COE, as part of a new collaborative, or by joining an existing Classified grant program to recruit teachers
3. Apply for a California Teacher Residency Grant Program (<https://www.ctc.ca.gov/educator-prep/grant-funded-programs/teacher-residency-grant-program>) on your own, as part of a new collaborative, or by joining an existing Teacher Residency Grant Program to recruit and prepare individuals with a bachelor's degree who want to become teachers in your LEA
4. Join an existing intern preparation program to recruit and prepare teachers for your LEA

5. Join an existing apprenticeship cohort program to recruit and prepare teachers for your LEA
6. Establish a relationship with other local LEAs to establish pathways for high school students interested in a career in CSPP or in P–3 teaching through clubs, registered apprenticeships, or other such early recruitment opportunities
7. Partner with the California Center on Careers to contact registrants who might be interested in becoming teachers for your LEA
8. Provide information on scholarship and grant opportunities to CSPP and other staff interested in providing extended learning and care services
9. Apply for workforce development funding and competitive grant opportunities from the CDE
10. Provide a stipend for tuition and fees for coursework leading to a Multiple Subject Teaching Credential
11. Provide advising on credential requirements and options for how to meet these requirements
12. Collaborate with IHEs to offer unit-bearing coursework at a local LEA site during times that work for teachers and other interested staff members
13. Partner with a local IHE to provide other services to candidates seeking to earn a Multiple Subject Teaching Credential
14. Partner with a COE to provide other services to candidates seeking to earn a multiple subject credential
15. Other
16. None of the above; the LEA currently has enough Multiple Subject Teaching Credential holders to meet the need for TK educators

2. Has the LEA identified strategies to support diverse and effective prospective TK teachers, including multilingual educators, to meet the requirements under EC Section 48000(g)(4)?

Strategy options:

1. Partner with a local IHE offering eligible early childhood education or childhood development coursework
2. Partner with an IHE or COE to operate cohort models for LEA teachers earning 24 units
3. Provide information on scholarship and grant opportunities
4. Apply for workforce development funding and grant opportunities
5. Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining credit-based coursework or a degree
6. Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining a Child Development Teacher Permit
7. Provide advising on requirements and how to meet the requirements
8. Offer unit-bearing IHE coursework at a local LEA site during times that work for teachers
9. Develop or work with an established mentorship program to support new TK teachers

10. Other

11. None of the above; the LEA currently has enough Multiple Subject Teaching Credential holders who have at least 24 units in early childhood education, or childhood development, or both; professional experience in a classroom setting with preschool-age children that is comparable to the 24 units of education described in subparagraph (a); or a Child Development Teacher Permit issued by the California Commission on Teacher Credentialing (CTC)

3. Has the LEA determined the child observational assessments the LEA intends to offer professional learning to TK, CSPP, and other early education teachers during the 2022–23 school year?

Screening and Observational Assessment options:

1. Ages & Stages Questionnaire (ASQ)
2. BRIGANCE Early Childhood Screen
3. Desired Results Developmental Profile (DRDP)
4. Developmental Reading Assessment (DRA)
5. LEA-based, grade-level benchmarks and a report card
6. Teaching Strategies GOLD (TS GOLD)
7. Work Sampling System (WSS)
8. Other

The LEA does not plan to offer professional learning on child observational assessments

4. Has the LEA identified professional learning topics it will offer regarding early childhood education to site leaders and principals?

Potential topics:

1. Effective adult-child interactions
2. Children's literacy and language development (aligned with the Preschool Learning Foundations and Frameworks)
3. Children's developing math and science (aligned with the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks)
4. Children's social-emotional development (aligned with the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks)
5. Implicit bias and culturally- and linguistically-responsive practice
6. ACEs and trauma- and healing-informed practice
7. Curriculum selection and implementation
8. Creating developmentally-informed environments
9. Administration and use of child assessments to inform instruction
10. Support for multilingual learners, including home language development and strategies for a bilingual classroom

11. Serving children with disabilities in inclusive settings, including Universal Design for Learning

12. Engaging culturally- and linguistically-diverse families

13. Other

14. Site leaders and principals will not be offered professional learning on early childhood education

15. Has the LEA developed plans to recruit the educators needed to implement its UPK Plan (including CSPP teachers, assistant teachers, TK teachers, and TK teachers' instructional aides and assistants)?

16. FOCUS AREA D: CURRICULUM, INSTRUCTION, AND ASSESSMENT

1. Is the LEA planning to provide any of the following language model(s) for TK students? Language model options:

2. Dual language program with a language allotment of 50/50

3. Dual language program with a language allotment of 90/10

4. Dual language program with a language allotment of 80/20

5. Dual language program with a language allotment of 70/30

6. English-only instruction with home-language support

7. None

8. Other

2. If the LEA administers CSPP, does it plan to provide any of the following language model(s) for CSPP students? N/A

Language model options:

1. Dual language program with a language allotment of 50/50

2. Dual language program with a language allotment of 90/10

3. Dual language program with a language allotment of 80/20

4. Dual language program with a language allotment of 70/30

5. English-only instruction with home-language support

6. None

7. Other

3. Has the LEA identified methods it will use to support the development of social-emotional learning and executive function skills through specific instruction in these areas and by embedding and reinforcing this instruction in all curriculum areas?

Potential method options:

1. Provide training for staff on the Center on the Social Emotional Foundations for Early Learning (CSEFEL) Pyramid Model

2. Implement the CSEFEL Pyramid Model in the classroom

3. Designing developmentally-appropriate learning environments to allow for individual and group activities that promote social-emotional learning and executive function skills

4. Promote learning through play as a context for social and emotional development, including social play with teachers and peers in small or large group settings
5. Use developmental observations to identify children's emerging skills and support their development through daily interactions
6. Development of lesson plans or use of a curriculum that includes specific and targeted social-emotional learning and executive function activities throughout the day of instruction
7. Staff development opportunities encouraging reflective practice and cross-level support for instruction specific to social-emotional learning and executive function skills
8. Offer open-ended, self-directed learning opportunities that foster individual interests and curiosity and new learning

4. Has the LEA determined which instructional practices it will implement to support children with disabilities in UPK programming?

Practice options:

1. Implement Universal Design for Learning
2. Provide adaptations to instructional materials
3. Provide specialized services (for example, occupational therapy, physiotherapy, speech and language pathology therapy) in the classroom with peer models
4. Implement social-emotional strategies, such as the Pyramid Model, CSEFEL, and others
5. Provide additional staff to support participation in instruction
6. Other

5. Has the LEA identified the assessments it will use in TK or kindergarten? Assessment options:

1. Ages & Stages Questionnaire (ASQ)
2. BRIGANCE Early Childhood Screen
3. Desired Results Developmental Profile (DRDP)
4. Developmental Reading Assessment (DRA)
5. LEA-based, grade-level benchmarks and a report card
6. Teaching Strategies GOLD (TS GOLD)
7. Work Sampling System (WSS)
8. Other
9. The LEA does not plan to use a common TK assessment
10. Unsure

FOCUS AREA E: LEA FACILITIES, SERVICES, AND OPERATIONS

1. To support an overall increase in UPK access, has the LEA identified what efforts it will make to prevent the displacement of any early education programs on LEA campuses, including both LEA-administered and non-LEA-administered programs?

- A. Has the LEA determined if it has adequate classroom space to meet the projected enrollment of TK students for the respective implementation year? **Yes. Adequate classroom space exists.**
- B. Has the LEA determined if the space meets the kindergarten standards described in *California Code of Regulations*, Title 5, Section 14030(h)(2)? Are modifications needed? **Yes, classroom space meets CC of regulations.**
- C. Does the space contain necessary adaptive equipment, assistive technology, or other accommodations to ensure children with disabilities have access to education in the least restrictive environment? Are modifications needed? **No modifications needed.**
- D. Does the LEA's Facilities Master Plan adequately address the need for UPK programming? **Yes.**

6. Has the LEA identified which of the following areas it intends to make updates to facilities?

Potential areas:

1. Turfed area
2. Paved area
3. Apparatus area
4. Land required for buildings and grounds
5. Total square feet required
6. None of the above

Has the LEA determined what transportation it will offer to children enrolled in TK?
Transportation options:

a. Transportation to and from the TK program

2. Transportation from the TK program to an extended learning and care opportunity on another LEA site
3. Transportation from the TK program to an extended learning and care opportunity on a non-LEA site
4. No transportation will be provided

5. Has the LEA determined if it will offer transportation to transport TK children to extended learning and care opportunities that are at other sites than the one the child is enrolled for TK? **N/A**

Manzanita UPK DATA TABLES

Manzanita Public Charter School	Suzanne Nicastro, Superintendent/Principal	Suzanne.nicastro@ManzanitacharterSchool.com	805-734-5600
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Table: MANZANITA TK Eligibility, Ratio, and Class Size Requirements by Fiscal Year

Type of Requirement	2021–22	2022–23	2023–24	2024–25	2025–26
Eligibility	Turn five between September 2 and December 2; at district discretion, turn five between December 3 and the end of the school year	Turn five between September 2 and February 2; at district discretion, turn five between February 3 and the end of the school year	Turn five between September 2 and April 2; at district discretion, turn five between April 3 and the end of the school year	Turn five between September 2 and June 2; at district discretion, turn five between June 3 and the end of the school year	Turn four by September 1
Ratios	Not specified	1:12	1:10**	1:10**	1:10**
Class Size	24	24	20	20	20

* average class size across the school site

1. Did the LEA develop a joint plan with multiple LEAs (for example, multiple small and rural LEAs serving similar communities or countywide plans developed with support of the COE for all LEAs in the county)? [select one]
 - a. No

2. If the LEA answered Yes to Question 2, what other LEAs are part of this joint plan? N

3. Table: MANZANITA Projected Student Enrollment

Type of Student	2019–20	Current (TK-eligible children turn five between September 2 and December 2, inclusive)	2022–23 (TK-eligible children turn five between September 2 and February 2, inclusive)	2023–24 (TK-eligible children turn five between September 2 and April 2, inclusive) ⁴	2024–25 (TK-eligible children turn five between September 2 and June 2, inclusive)	2025–26 (TK-eligible children turn four by September 1)
TK Students	18	20	24	20	40	40

CSPP (if applicable)	N/A	N/A	N/A	N/A	N/A	N/A
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Table: MANZANITA Facilities Estimates (Cumulative)

Type of Facility	2019–20	Current	2022–23	2023–24	2024–25	2025–26
TK Classrooms	1	1	1	1	2	2
CSPP Classrooms	0	0	0	0	0	0
Head Start or Other Early Learning and Care Classrooms	0	0	0	0	0	0

Table: MANZANITA Staffing Estimates (Cumulative)

Type of Staff	2019–20	Current	2022–23	2023–24	2024–25	2025–26
TK	1	1	1	1	2	2
TK Teacher's Assistants	.5	.5	1	1	2	2

CSPP (if applicable)	N/A	N/A	N/A	N/A	N/A	N/A
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Other CSPP Classroom Staff (if applicable)	N/A	N/A	N/A	N/A	N/A	N/A
Early Education District-level staffing (if applicable)	N/A	N/A	N/A	N/A	N/A	N/A

Table: Projected Number of TK Students Utilizing Extended Learning and Care

2019–20	Current	2022–23	2023–24	2024–25	2025–26
0	0	12	12	20	20

Table: Projected Number of Slots Available for TK Students

Slot Type	2019–20	Current	2022–23	2023–24	2024–25	2025–26
CSPP	N/A	N/A	N/A	N/A	N/A	N/A
Head Start	N/A	N/A	N/A	N/A	N/A	N/A
ASES Program/ELO-P	N/A	N/A	N/A	N/A	N/A	N/A



Board Agenda Item : June 15, 2022

ITEM TITLE : Education Protection Account Resolution for 2022/2023

BACKGROUND: The State of California separates a portion of the LCFF Funds to a special account that can only be spent on instruction (not administration). The amount for Manzanita is approximately \$1,036,089. It requires annual board resolution on this spending.

General Information

1. [What is the Education Protection Account \(EPA\)? \(Updated 26-Jan-2018\)](#)

The Education Protection Account (EPA) was created in November 2012 by Proposition 30, The Schools and Local Public Safety Protection Act of 2012, and it was implemented in 2013. The EPA is governed by Section 36 of Article XIII of the California Constitution, which was amended by Proposition 55 in November 2016.

The revenues generated from Section 36 of Article XIII of the California Constitution are deposited into a state account called the Education Protection Account. Of the funds in the account, 89 percent is provided to K-12 education and 11 percent to community colleges.

RECOMMENDATION: Approve Resolution and Spending Plan

RESOURCE PERSON: Nancy Dow

FISCAL IMPACT: \$1,036,089

FUNDING SOURCE: State of California, LCFF

**Manzanita Public Charter School
REGULAR BOARD MEETING
June 15, 2022**

**EDUCATION PROTECTION ACCOUNT RESOLUTION
FOR 2022/2023**

THE GOVERNING BOARD OF THE MANZANITA PUBLIC CHARTER SCHOOL DOES
HEREBY RESOLVE AS FOLLOWS:

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution
effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an
Education Protection Account to receive and disburse the revenues derived from the
incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Manzanita Public Charter School shall estimate
the total amount of additional revenues, less refunds that will be derived from the
incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be
available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall
transfer the amount calculated into the Education Protection Account within ten days
preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously
appropriated for the support of school districts, county offices of education, charter schools
and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any
costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter
school shall have the sole authority to determine how the monies received from the
Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with
respect to monies received from the Education Protection Account in open session of a
public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for
salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and

charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Governing Board of the Manzanita Public Charter School that:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Manzanita Public Charter School
2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Manzanita Public Charter School has determined to spend the \$1,036,089.00 (estimated) allotted to Manzanita Public Charter School received from the Education Protection Account in 2022/2023 on **Instructional Salaries, benefits and instructional materials (Function 1000, 3000, 4000)**

PASSED AND ADOPTED this 15th day of June 2022

I, _____, Secretary of the Board of Directors Of Manzanita Public Charter School hereby certify that the Education Protection Account Resolution proposed by director _____, and seconded by Director _____, was duly passed and adopted by the Board of Directors of Manzanita Public Charter School at a regular meeting thereof assembled this 15th day of June 2022 by the following vote, to-wit:

AYES;

NOES:

ABSENT:

Secretary of the Board of Directors