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"A Gold Ribbon School"

## SUPERINTENDENT'S ENROLLMENT REPORT

DATE OF MEETING: WEDNESDAY, APRIL 13, 2022

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

# Manzanita Governance Board

## Unadopted Minutes

**MARCH 9, 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 March 9, 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: 4:00 PM**

Pledge of Allegiance

Establish Quorum

Opening Comments/Introductions/Welcome Guests 6/6

#### B) 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) Adjourn to Closed Session Time: 4:01 PM**

*The Governing Board will consider and may act upon the following items in closed session. Any action taken will be reported publicly upon reconvening to open session.*

1. Public Employee Appointment  
Title: Principal

**D) Reconvene to Open Session Time: 6:12 PM**

- E) Public Report on Action Taken in Closed Session** (includes the vote or abstention of every member present)  
No action taken.

**F) Reports**

1. Superintendent/Principal's Report
  - a. Enrollment Report (Attachment A)
  - b. PSMI Prop 51 Facilities Grant Update (Attachment B)
  - c. 2<sup>nd</sup> Trimester Awards Ceremony
  - d. Jog-a-Thon

**G) Consent Agenda Items**

Motion: Eli Villanueva Second: Eric Wilhelm Vote: 6/6

1. Approval of Meeting Minutes for the Regular Board Meeting on February 16, 2022 (Attachment C)
2. Approval of Check Detail and Deposit Detail (Attachment D) (Nancy Dow)

**H) Items Scheduled for Action/Consideration**

1. Discussion and Approval of 2<sup>nd</sup> Interim (Attachment E) (Nancy Dow)

Motion: Monique Mangino Second: Krishna Flores Vote: 6/6

2. Discussion and Approval of 2022-2023 Instructional Minutes (Attachment F) (Suzanne Nicastro)

Motion: Eli Villanueva Second: Harvey Green Vote: 6/6

3. Discussion and Approval of the 2022-2023 Manzanita Governance Board Meeting Dates (Attachment G) (Suzanne Nicastro)

Motion: Eric Wilhelm Second: Harvey Green Vote: 6/6

**I) Items Scheduled for Information and Discussion**

1. Presentation of the 2021-2022 Attendance & Discipline Data (Kat Franson)
2. 2<sup>nd</sup> Trimester English Language Arts (ELA) & Mathematics Achievement Data (Attachment H)
3. ~~Local Control Accountability Plan (LCAP) Goals & Actions~~ TABELED

**J) Future Agenda Items**

1. Single School Plan
2. Employee Handbook

**K) Next Meeting**

The next scheduled meeting of the Governance Board will be held on Wednesday, April 13, 2022 at 4:00 PM in the Manzanita Public Charter School Staff Lounge.

**L) Adjournment**

**Time: 6:59 PM**

Manzanita Charter School  
Check/Voucher Register - Check Register Board  
From 3/1/2022 Through 3/31/2022

Attachment C

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
682	LCA Bank Corp	3/9/2022	529.06
683	Lanspeed	3/9/2022	2,578.00
684	Advanced Compu...	3/9/2022	900.00
685	Eide Bailly	3/9/2022	1,500.00
686	Office Depot	3/9/2022	44.37
687	Scholastic	3/9/2022	219.42
688	TFD UNLIMITED LLC	3/9/2022	550.00
689	SBCEO	3/4/2022	155.68
690	Wells Fargo Vend...	3/4/2022	650.64
691	Office Depot	3/4/2022	1,514.27
692	Nasco	3/4/2022	89.92
693	Diverse Pest	3/4/2022	3,000.00
694	Innovative Schoo...	3/16/2022	700.00
695	VSP	3/16/2022	413.72
696	LUSD UTIL	3/15/2022	4,697.13
697	Office Depot	3/15/2022	331.53
698	State of Californi...	3/15/2022	177.00
699	Riverside Insights	3/16/2022	2,566.08
700	STA West Region	3/15/2022	51,040.35
701	Soul Shoppe	3/16/2022	2,850.00
702	NCS Pearson, Inc.	3/15/2022	1,035.00
703	Really Good Stuff...	3/16/2022	877.14
705	SISC III	3/21/2022	25,711.00
99282782	Amazon.com	3/17/2022	528.31
eft820	Safeguard	3/9/2022	151.12
eft822	MarBorg Industries	3/7/2022	1,283.75
eft828	Aramark	3/4/2022	59.20
EFT834	Aramark	3/15/2022	59.20
eft835	Ferguson Facilitie...	3/15/2022	430.96
eft836	Frontier Communi...	3/15/2022	48.19
eft843	MarBorg Industries	3/16/2022	1,283.75
Report Total			<u>105,974.79</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>
3/1/2022		194	MPCS Health	CR	OS		33,642.20	March 2022 Cash Dep
3/21/2022		195	County Treasurer	CR	OS		200,000.00	March 2022 Cash Dep
					Total 9110 - Cash in Bank		233,642.20	
Report Total							233,642.20	

Manzanita Charter School  
Aged Payables by Due Date - AP Aging Report  
Aging Date - 3/31/2022  
From 7/1/2021 Through 3/31/2022

Vendor Name	Invoice/Credit Date	Due Date	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Abila	2/3/2022	3/5/2022	0.00	901.69	0.00	0.00	0.00	901.69
ACECO Equipment Rentals	12/7/2021	1/6/2022	0.00	0.00	0.00	596.75	0.00	596.75
Amazon.com	3/11/2022	4/10/2022	171.18	0.00	0.00	0.00	0.00	171.18
	3/12/2022	4/11/2022	149.96	0.00	0.00	0.00	0.00	149.96
	3/15/2022	4/14/2022	85.11	0.00	0.00	0.00	0.00	85.11
Aramark	11/25/2021	12/25/2021	0.00	0.00	0.00	0.00	(83.73)	(83.73)
BSN Sports,LLC (US Games)	2/7/2022	3/9/2022	0.00	56.25	0.00	0.00	0.00	56.25
	2/10/2022	3/12/2022	0.00	804.74	0.00	0.00	0.00	804.74
ComCast Business	12/31/2019		0.00	0.00	0.00	0.00	(1,500.86)	(1,500.86)
	2/1/2022		0.00	0.00	0.00	0.00	(12,460....	(12,460....
	2/1/2022	3/3/2022	0.00	1,881.36	0.00	0.00	0.00	1,881.36
	3/1/2022	3/31/2022	376.26	0.00	0.00	0.00	0.00	376.26
Earthsafe	7/12/2021	8/11/2021	0.00	0.00	0.00	0.00	102.20	102.20
More Office Solutions	3/14/2022	4/13/2022	51.62	0.00	0.00	0.00	0.00	51.62
Office Depot	10/19/2021	11/18/2021	0.00	0.00	0.00	0.00	91.11	91.11
	10/20/2021	11/19/2021	0.00	0.00	0.00	0.00	41.19	41.19
	10/21/2021	11/20/2021	0.00	0.00	0.00	0.00	41.82	41.82
	12/8/2022	1/7/2023	(44.37)	0.00	0.00	0.00	0.00	(44.37)
Soul Shoppe	3/16/2022	4/15/2022	606.60	0.00	0.00	0.00	0.00	606.60
Visa 1313	8/31/2021	9/30/2021	0.00	0.00	0.00	0.00	1,964.01	1,964.01
Visa 4121	11/28/2021	12/28/2021	0.00	0.00	0.00	0.00	(0.09)	(0.09)
	12/28/2021	1/27/2022	0.00	0.00	0.00	0.09	0.00	0.09
YM&C	2/4/2022	3/6/2022	0.00	767.00	0.00	0.00	0.00	767.00
	2/22/2022	3/24/2022	0.00	(2,383.10)	0.00	0.00	0.00	(2,383.10)
Report Total			<u>1,396.36</u>	<u>2,027.94</u>	<u>0.00</u>	<u>596.84</u>	<u>(11,804....</u>	<u>(7,783.55)</u>

**AMENDMENT TO AGREEMENT FOR CHARTER SCHOOL BUSINESS & ADMINISTRATIVE SERVICES TO  
INCLUDE PAYROLL SERVICES**  
**DATED AS OF MARCH 30, 2022**

**THIS IS AN AMENDMENT TO THE EXISTING CHARTER SCHOOL BUSINESS & ADMINISTRATIVE SERVICES AGREEMENT, dated February 16, 2022,** between **Manzanita Public Charter School**, to which reference is made herein as the “School,” and **DELTA MANAGED SOLUTIONS, INC.**, to which reference is made herein as “DMS”. This Amendment is made at the request of the School and is limited to the additional scope of services to include Payroll Services which in turn increases the overall service fee. The Amendment does not modify or amend any other terms or scope of the existing Agreement.

- A. This Amendment replaces the original paragraphs 5. **Compensation – Services Fee** with the following paragraph 5. **Compensation – Services Fee** and additions to the scope of services to include **Payroll Services/Risk Management**.

**5. Compensation.**

- A. **Implementation Fee** A one-time Implementation Fee equal to one (1) month’s Services Fee (as described below) shall be due and payable at contract inception.

B. **Services Fee.**

The School shall pay to DMS a services fee based on a percentage of total annual School revenues for each fiscal year during the Term of this Agreement according to the following scale, paid in equal monthly installments for each month during the Term of this Agreement beginning with the first month of this Agreement Term and payable on the 1<sup>st</sup> of each month. Monthly payments shall be pro-rated based on the most recent approved budget available and include any adjustments needed for changes in projected revenues throughout that fiscal year. Final payment for each July-June fiscal year shall be based on final Unaudited Actuals using P-2 Average Daily Attendance (ADA) as originally reported. Services fees are calculated based on originally reported P-2 ADA and subsequent reductions to revenues due to ADA reductions shall not result in a modification of services fees.

- i. Under 390 ADA = 2.25% of total revenues
- ii. 391-415 ADA = 2.20% of total revenues
- iii. 416-440 ADA = 2.15% of total revenues
- iv. Over 441 ADA = 2.10% of total revenues

DMS’s services fee covers all services set forth in the Scope of Services attached hereto including all travel costs. All other out-of-pocket expenses are inclusive in DMS’s standard fee. Additional services (including but not limited to: financing/cash flow loan services, private grant application and management services are available at an additional cost, to be negotiated between DMS and the School via separate agreement prior to the incurrence of such additional services.



**WITH REGARD TO THIS AMENDMENT TO THE EXISTING CHARTER SCHOOL BUSINESS & ADMINISTRATIVE SERVICES AGREEMENT, dated February 16, 2022,** the parties agree all other provisions of the Agreement shall remain in full force and effect and the Agreement, including this incorporated Amendment, represents the final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of the Agreement.

**IN WITNESS WHEREOF,** this Amendment has been executed and delivered for and in the names and on behalf of the School and DMS as of the date set forth above. Each signatory is authorized to obligate his/her respective organizations(s) and all subsidiary and ancillary organizations to the terms of this Amendment.

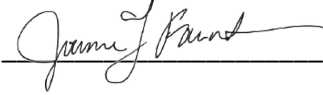
**Manzanita Public Charter School**

By: \_\_\_\_\_

Name: Suzanne Nicastro

Title: Superintendent/Principal

**DELTA MANAGED SOLUTIONS, INC.**

By:  \_\_\_\_\_

Name: Joanne Fountain

Title: Chief Executive Officer

**MANZANITA PUBLIC CHARTER SCHOOL/DELTA MANAGED SOLUTIONS, INC.**  
**SCOPE OF SERVICES**

**PAYROLL SERVICES/RISK MANAGEMENT:**

- ❖ DMS shall provide the School with a comprehensive payroll system, including calculation and payment of all federal and state payroll tax liabilities, California State Teachers' Retirement System (STRS) and Public Employees' Retirement System (PERS) contribution calculations and payments (if applicable), and other benefits calculations and payments directly related to payroll processing. The payroll system supports 401a/403b/457 plan payment processing if the School offers such plans as a benefit to employees, and DMS processes all such contributions in coordination with the School's 401a/403b/457 third party administrator (TPA). DMS services do not include 401a/403b/457 TPA duties, which should be performed by a TPA specializing in this area to ensure continuing qualification of such plans under the Internal Revenue Code. DMS services do not include back reporting or correcting California State Teachers' Retirement System (STRS) and Public Employees' Retirement System (PERS) outside of this contracted term unless the back reporting falls within a prior contracted term.
- ❖ DMS shall assist the School in obtaining any necessary accounts for payroll tax payment and reporting and shall coordinate payment of federal and state payroll taxes and filing of federal and state payroll tax reporting as the School's Reporting Agent. Legally, the School is still obligated to ensure timely filing of returns and payment of any taxes due, even if it uses a Reporting Agent. DMS shall not generally be responsible for reporting pursuant to the Affordable Care Act (ACA) to the extent such reporting is based on information for which the School's healthcare broker is responsible. DMS can print ACA reporting if all such data required for the reporting is available in the accounting system referenced in this Scope of Services, based on DMS discretion, or based on data provided by the School's healthcare broker if the data is provided in an acceptable uploadable format for the accounting system.
- ❖ DMS shall assist the School in obtaining any necessary accounts for STRS/PERS reporting, which DMS shall file pursuant to required procedures for such reports in the School's county(ies).
- ❖ DMS shall work with the School's bank to establish direct deposit of employee pay if the School's bank allows such electronic transactions via upload. The School's bank must allow for upload, rather than manual entry, of direct deposit files.
- ❖ DMS shall provide advice at the School's request regarding employee hiring, leave, and termination practices as related to payroll services, including recommending federal and state employment documents if requested, assisting the School in establishing a California Department of Justice account for LiveScan fingerprinting if not already established, and responding to basic credentialing questions, and shall advise the School to seek legal or other professional counsel regarding such matters when appropriate. These services do not include performing credential or human resources audits and do not include COBRA, 401a/403b/457, or ACA third party administration duties.
- ❖ DMS shall assist the School in researching and obtaining appropriate employee benefits and insurance packages, including coordinating between staff and insurance plan providers, and will assist in soliciting alternative providers for better rates and/or services at the School's request. DMS functions only as a facilitator/advocate on behalf of the School, is not an insurance provider or broker, and receives no commissions or referral fees from third party providers for this assistance to the School.
- ❖ DMS shall assist the School in researching and obtaining appropriate insurance policies for liability, property, workers' compensation, and other insurance necessary for operation of the School and shall assist in soliciting alternative providers for better rates and/or services at the School's request. DMS functions only as a facilitator/advocate on behalf of the School, is not an insurance provider or broker, and receives no commissions or referral fees from third party providers for this assistance to the School.



## **FIXED TERM EMPLOYMENT AGREEMENT**

**Between**

**MANZANITA PUBLIC CHARTER SCHOOL & KATHI FROEMMING**

**as of July 1, 2022 through December 31, 2022**

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

### **RECITALS**

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

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

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

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

Now, THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto do agree as follows:

### **EMPLOYMENT AGREEMENT**

This employment agreement ("Agreement") is made and entered into effective as of July 1, 2022 by and between Manzanita Public Charter School, a public school LEA, of the State of California, (MPCS) and Kathi Froemming, and individual (referred to herein as "Interim Superintendent").

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

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



## **FIXED TERM EMPLOYMENT AGREEMENT**

**Between**

**MANZANITA PUBLIC CHARTER SCHOOL & KATHI FROEMMING**

**as of July 1, 2022 through December 31, 2022**

### **1. TERM**

The term of this agreement shall commence on July 1, 2022 and terminate on December 31, 2022, unless terminated earlier pursuant to the provisions of this Agreement, or unless extended as provided herein or as provided by law.

Should the Interim Superintendent receive a satisfactory evaluation pursuant to this Agreement, this Agreement may be extended for an additional year, so long as the term of the Agreement does not at any time exceed four years. (California Code allows a maximum of 4 years for administrator agreements). This extension shall not be considered "automatic" because it must be approved by the Board at a regularly scheduled board meeting (Planned Contract Extensions are commonly referred to as Rollover/Evergreen clauses).

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

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

## **AGREEMENT**

### **2. TERM AND WORK SCHEDULE.**

Subject to Section 12, "Termination of Contract" herein, MPCS hereby employs the Employee to serve as the Interim Superintendent for a term of 180 days commencing on July 1, 2022 and ending December 31, 2022 with the option of extending contract 6-12 months if needed.

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



## FIXED TERM EMPLOYMENT AGREEMENT

Between

**MANZANITA PUBLIC CHARTER SCHOOL & KATHI FROEMMING**

**as of July 1, 2022 through December 31, 2022**

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

### **3. COMPENSATION.**

The Employee will receive a gross base annual salary for CALSTRS retiree compensation which currently is \$49,746 beginning July 21 2022, not to exceed the STRS retirement cap throughout the duration of the contract and subject to all regular withholdings, which shall be paid in monthly installments. The Employee's compensation may be prorated depending on whether the Employee is employed or in active work status for all workdays assigned to this position. The Employee is exempt from overtime law.

### **4. WORK YEAR.**

Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position. The current year schedule, which is attached hereto as **Attachment A** and incorporated by reference, reflects a 90-day calendar for the position.

### **5. EVALUATION.**

The Board shall evaluate the performance of the Employee at least once annually. This evaluation shall be based on the job description. If applicable, the evaluation shall include recommendations as to areas of improvement in all instances where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Employee and she shall have the right to make an oral or written response to the evaluation. Within thirty (30) days of the delivery of the written evaluation to the Employee, the Board shall meet with the Employee to discuss the evaluation. Failure to evaluate the Employee shall not in any way impair MPCS's ability to terminate employment as outlined in Section 12 herein.

### **6. EXPENSE REIMBURSEMENT.**

MPCS shall reimburse the Employee for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with applicable MPCS policy and authorization. Additionally, Employee will receive a mileage allowance of \$1,200 per year to cover incidental business trips for the school and \$960 per year cell phone allowance for business use. (Mileage and phone to be non-accountable expenses paid via payroll and regular tax deductions as applicable to IRS rules). Employee will also be compensated for all LEA related professional development trainings and conferences.



## FIXED TERM EMPLOYMENT AGREEMENT

Between

**MANZANITA PUBLIC CHARTER SCHOOL & KATHI FROEMMING**

**as of July 1, 2022 through December 31, 2022**

### **7. FINGERPRINTING/TB CLEARANCE.**

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

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

### **9. CONFLICTS OF INTEREST.**

The Employee understands that, while employed at the School, he or she will have access to confidential and proprietary information. Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with her employment with MPCS.

### **10. OUTSIDE PROFESSIONAL ACTIVITIES.**

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

### **11. TERMINATION OF CONTRACT.**

This Agreement may be terminated by any of the following:

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



## FIXED TERM EMPLOYMENT AGREEMENT

Between

**MANZANITA PUBLIC CHARTER SCHOOL & KATHI FROEMMING**

**as of July 1, 2022 through December 31, 2022**

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

- b. **Early Termination Without Cause:** The Board may unilaterally and without cause or advance notice terminate this Agreement. In consideration of the Board's right to terminate this Agreement without cause, the Board shall pay to the Employee the remainder of her salary (based upon any remaining calendared workdays) for the term of this Agreement, or three (3) months of salary, whichever is less.
- c. **Death or Incapacitation of the Employee:** The death of the Employee shall terminate this Agreement and all rights entitled under this Agreement. In the event that the Employee becomes incapacitated to the extent that, in the judgment of the Board the employee may no longer perform the essential functions of her job with or without reasonable accommodation, as set forth in job specifications, the Board may terminate this agreement.
- d. **Revocation /Non-renewal:** In the event that the MPCS charter with its granting agency is either revoked or non-renewed, this Agreement shall terminate immediately upon the effective date of the revocation /nonrenewal of the charter, and without the need for the process outlined in Section a or b above.

### **12. 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.

### **13. REQUIRED CONTRACT PROVISIONS.**

The following provisions are required to be included in this Agreement by the California Government Code:

- a. **Limitations on Cash Settlement.** In no case upon termination of this Agreement shall the maximum cash settlement exceed an amount equal to the monthly salary of the Employee multiplied by 12.
- b. **Required Reimbursements.** The Employee shall be required to reimburse MPCS for any salary or fees she receives from MPCS in relation to her placement on paid administrative leave pending criminal charges if she is convicted of a crime involving





## **FIXED TERM EMPLOYMENT AGREEMENT**

**Between**

**MANZANITA PUBLIC CHARTER SCHOOL & KATHI FROEMMING**

**as of July 1, 2022 through December 31, 2022**

the abuse of her office/position. Regardless of the term of this Agreement, if the

Agreement is terminated, the Principal must reimburse MPCS for any cash settlement she receives in relation to her termination if she is convicted of a crime involving the abuse of her office/position.

### **14. ENTIRE AGREEMENT.**

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.

### **15. WAIVER.**

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

### **16. JURISDICTION.**

The parties hereby understand and agree that this Agreement, and the attachments hereto, have been negotiated and executed in the State of California and shall be governed by, and construed under, the laws of the State of California.

### **17. AMENDMENTS.**

No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by the authorized representative of both of the parties hereto.

### **18. INTERPRETATION AND OPPORTUNITY TO COUNSEL.**

The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsman of such provision.





# **FIXED TERM EMPLOYMENT AGREEMENT**

**Between**

**MANZANITA PUBLIC CHARTER SCHOOL & KATHI FROEMMING**

**as of July 1, 2022 through December 31, 2022**

## **19. SEVERABILITY.**

If any term, provision, condition or covenant of the Agreement shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

## **20. EXECUTION OF COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.

## **21. SIGNATURES.**

In witness therein, we affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

The Governing Board of and on Behalf of MPCS:

\_\_\_\_\_  
Arleen Pelster, Governance Board Chair

Dated \_\_\_\_\_

\_\_\_\_\_  
Kathi Froemming, Interim Superintendent

Dated \_\_\_\_\_

*This Employment Agreement is subject to ratification and  
Approval of Governing Board of MPCS. (\*)*

*(\*) Note: Board approved and ratified at the \_\_\_\_\_ Governance Board meeting*

## MANZANITA PUBLIC CHARTER SCHOOL

*"A Gold Ribbon School"*

2022-2023 SCHOOL YEAR

Attachment A

Attachment E

JULY						
S	M	T	W	T	F	S
					1	2
3	H	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	PD	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER						
S	M	T	W	T	F	S
				1	2	3
4	H	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	PD					

NOVEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	H	12
13	14	15	16	17	18	19
20	TB	TB	TB	H	H	26
27	28	29	30			

DECEMBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	WB	WB	WB	H	H	24
25	WB	WB	WB	H	H	31

JANUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	H	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	H	14	15	16	17	18
19	H	21	22	23	24	25
26	27	28				

MARCH						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	PD	25
26	27	28	29	30	31	

APRIL						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	H	SB	SB	SB	SB	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	NS	27
28	H	30	31			

JUNE						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	CD	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

AUG 11 <sup>TH</sup> PROFESSIONAL DEVELOPMENT DAY (PD)
AUG 12 <sup>TH</sup> TEACHER PREP DAY (P)
AUG 15 <sup>TH</sup> FIRST DAY OF SCHOOL
AUG 24 <sup>TH</sup> BACK TO SCHOOL LAUNCH
SEP 5 <sup>TH</sup> LABOR DAY (H)
OCT 31 <sup>ST</sup> PROFESSIONAL DEVELOPMENT DAY (PD)
<b>1<sup>ST</sup> TRIMESTER 10/28 (54 days)</b>
NOV 1 <sup>ST</sup> , 2 <sup>ND</sup> , 3 <sup>RD</sup> , 4 <sup>TH</sup> SCHOLAR LED CONFERENCES
NOV 2 <sup>ND</sup> SCHOLARLY PURSUITS AWARD ASSEMBLY
NOV 11 <sup>TH</sup> VETERANS DAY (H)
NOV 21 <sup>ST</sup> - 25 <sup>TH</sup> THANKSGIVING BREAK (TB) NOV 24 <sup>TH</sup> & 25 <sup>TH</sup> THANKSGIVING HOLIDAY (H)
DEC 19 <sup>TH</sup> - JAN 6 <sup>TH</sup> WINTER BREAK (WB) DEC 23 <sup>RD</sup> / DEC 30 <sup>TH</sup> (H)
JAN 16 <sup>TH</sup> MARTIN LUTHER KING DAY (H)
FEB 13 <sup>TH</sup> LINCOLN'S BIRTHDAY OBSERVANCE (H) FEB 20 <sup>TH</sup> PRESIDENTS' DAY (H)
<b>2<sup>ND</sup> TRIMESTER 2/24 (61 days)</b>
FEB 28 <sup>TH</sup> , MAR 1 <sup>ST</sup> , 2 <sup>ND</sup> , 3 <sup>RD</sup> SCHOLAR LED CONFERENCES
MAR 1 <sup>ST</sup> SCHOLARLY PURSUITS ASSEMBLY
MAR 24 <sup>TH</sup> PROFESSIONAL DEVELOPMENT DAY (PD)
APR 10 <sup>TH</sup> (H) APR 11 <sup>TH</sup> - 14 <sup>TH</sup> SPRING BREAK (SB)
MAY 17 <sup>TH</sup> OPEN HOUSE
MAY 26 <sup>TH</sup> NON-STUDENT, NON-TEACHER DAY MAY 29 <sup>TH</sup> MEMORIAL DAY (H)
JUNE 7 <sup>TH</sup> SCHOLARLY PURSUITS ASSEMBLY
JUNE 8 <sup>TH</sup> SIXTH GRADE PROMOTION LAST DAY OF INSTRUCTION FOR SCHOLARS
<b>3<sup>RD</sup> TRIMESTER 6/8 (65 DAYS)</b>
JUNE 10 <sup>TH</sup> CLOSING DAY FOR TEACHERS (CD)
FULL INSTRUCTIONAL DAYS 135 EARLY RELEASE DAYS 45 <b>TOTAL INSTRUCTIONAL DAYS 180</b>
<b>TOTAL CERTIFICATED STAFF DAYS 185</b>



www.manzanitacharterschool.com  
Manzanita Parent Square

Manzanita Public Charter School Hours

- Full Day 8:10 - 2:50
- Early Release 8:10 - 12:10
- Office Hours 8:00 - 4:00

Important Phone Numbers

Attendance Line 805-734-3008

Office 805-734-5600

SPED Office 805-734-5600 ext 314

LEGEND	
H = HOLIDAY SCHOOL CLOSED	
P = TEACHER PREP DAY	
TB = THANKSGIVING BREAK	
WB = WINTER BREAK	
SB = SPRING BREAK	
NS = NON-STUDENT /NON-TEACHER DAY	
PD = PROFESSIONAL DEVELOPMENT DAY	
CD = CLOSING DAY	
FIRST /LAST DAY OF SCHOOL	
EARLY RELEASE DAYS 12:10 P.M.	



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

Attachment F

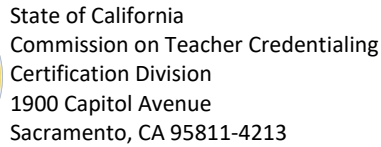
**Item Title: Approval of the 22/23 Declaration of Need for Fully Qualified Educators**

**Background:** The Declaration of Need (DON) is an annual document required by employing local education agency and a prerequisite to the issuance of any emergency permit and/or limited assignment permit for that agency.

Prior to the passage of Assembly Bills (AB) 1505 (Chap. 486, Stats. 2019) and 1219 (Chap. 782, Stats. 2019), charter schools were not subject to the same credentialing provisions and assignment monitoring regiment as non-charter public schools. As of January 1, 2020, these pieces of legislation went into effect, and the certification requirements are more aligned. Furthermore, assignment options at these schools were broadened, as Education Code §47605(I) was amended to provide charter schools the ability to request emergency permits or waivers from the Commission on Teacher Credentialing for individuals in the same manner as school districts.

**Recommendation:** That the board approve DON.

**Resource Person:** Suzanne Nicastro



Revised Declaration of Need for year: \_\_\_\_\_

Name of County: \_\_\_\_\_ County CDS Code: \_\_\_\_\_

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, \_\_\_\_\_.

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*E-Mail Address*

## Page 1 of 4

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_/\_\_\_\_/\_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
EMail Address		

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

**Type of Emergency Permit**

**Estimated Number Needed**

CLAD/English Learner Authorization (applicant already holds teaching credential)

\_\_\_\_\_

Bilingual Authorization (applicant already holds teaching credential)

\_\_\_\_\_

List target language(s) for bilingual authorization:

\_\_\_\_\_

Resource Specialist

\_\_\_\_\_

Teacher Librarian Services

\_\_\_\_\_

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program? Yes      No

If no, explain. \_\_\_\_\_

Does your agency participate in a Commission-approved college or university internship program? Yes      No

If yes, how many interns do you expect to have this year? \_\_\_\_\_

If yes, list each college or university with which you participate in an internship program.

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If no, explain why you do not participate in an internship program.

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