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Superintendent's Enrollment Report

DATE OF MEETING: WEDNESDAY, FEBRUARY 14, 2024

	August	September	October	November	December	January	February	March	April	May	June
Transitional Kinder	23	24	23	23	23	23	23				
Kinder	69	71	71	71	71	70	70				
First	54	54	54	54	54	54	54				
Second	49	52	53	53	53	52	53				
Third	78	78	77	77	77	76	76				
Fourth	52	52	52	52	52	52	52				
Fifth	65	64	65	65	65	65	65				
Sixth	64	64	64	64	64	64	64				
TOTAL	454	459	459	459	459	456	457				

MANZANITA PUBLIC CHARTER SCHOOL

REQUEST FOR BIDS

BID # 2024-100

STUDENT TRANSPORTATION SERVICES

**Home-To-School
Field Trips / Activities**

Mandatory Pre-Bid Meeting (via Zoom):	2:00 pm Thursday, February 22, 2024
Deadline for Submission of Questions:	5:00 pm Friday, March 8, 2024
Due Date for Bids:	1:00 pm Friday March 29, 2024
Anticipated Award:	To be announced

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**Manzanita Public Charter School
BID # 2024-100
NOTICE CALLING FOR BIDS**

Notice is hereby given that MANZANITA PUBLIC CHARTER SCHOOL, hereinafter referred to as “SCHOOL”, will receive up to, but no later than **Friday March 29, 2024**, sealed Bids for the award of a contract for:

**STUDENT TRANSPORTATION SERVICES
Home-To-School and Field Trips/Activities**

Manzanita Public Charter School is an independent charter elementary school LEA, and is seeking Bids from qualified firms that can furnish, operate, and maintain all school buses necessary for the transportation of general education pupils to and from school, special or on any approved field trips; including the use of said school buses during a school-declared emergency.

A **mandatory** pre-Bid conference will be held on **2:00 pm Thursday, February 22, 2024, via Zoom** for the purpose of discussing the Bid documents and answering any questions generated by those in attendance. Please email Suzanne Nicastro, Superintendent at Suzanne.Nicastro@manzanitacharterschool.com by **5 p.m., Monday, February 19, 2024**, to obtain a link to the Zoom meeting. The full Request for Bids is available at Manzanita Public Charter School, 991 Mountain View Boulevard. VSF, CA. 93437

Each Bidder shall possess, at all times, a valid and current School Bus Contractor’s License issued by the California Highway Patrol in compliance with California Vehicle Code Section 2571. All Bids shall be made and presented on the Bid Forms furnished by the School. Bids may be hand delivered or mailed to Manzanita Public Charter School, 991 Mountain View Boulevard, VSF, CA. 93437 c/o Suzanne Nicastro, Superintendent. Bids shall be opened and publicly read aloud at the above stated date, time and place. Bids received after the deadline will not be considered and will be returned unopened.

Each Bid must conform and be responsive to the Bid documents and include a cashier’s check or Bid Bond as provided herein. No Bidder may withdraw the Bid for a period of sixty (60) days after the date set for opening of Bids. During this time, all Bidders shall guarantee prices quoted in their respective Bids.

Small businesses and firms owned and controlled by women, minorities and persons with disabilities and/or disabled veterans are encouraged to participate in this solicitation. For any questions or clarifications, please email Suzanne Nicastro, Superintendent at Suzanne.Nicastro@manzanitacharterschool.com by **no later than 5 p.m., Friday, March 8, 2024**.

The School will consider price, as well as the Bidder’s demonstrated ability to meet the unique needs of the School and its students in selecting the winning Bidder. While price is a factor, ***the School is under no obligation to accept the lowest Bid rendered.*** At its sole discretion, the School will award the Bid to the lowest responsive and responsible Bidder who best satisfied the terms, Bid specifications, and conditions contained in this Request for Bids and the student transportation requirements of the School.

The School reserves the right to reject any or all Bids, or to waive any irregularities or informalities in any Bids or the Bidding process, to accept or reject any items or combination of items.

BID # 2024-100**INSTRUCTIONS FOR BIDDERS**

1. **DEFINITIONS:** Manzanita Public Charter School, hereinafter referred to as “School” and as used in these Bid documents, shall be construed to include the Manzanita Governance Board of Directors, all employees, officers, and agents of the School. The “Contractor/Bidder” is named as such in the contract/Bid documents and is referred to in generic terms as if the Contractor/Bidder were of singular number and masculine or feminine gender. **PREPARATION OF BID RESPONSES: The School invites Bids on the attached forms to be submitted no later than 1:00 pm, Friday March 29, 2024.** The School requires one (1) original, two (2) additional hard copies and one (1) USB electronic file. All hard copies shall be submitted in a 3-ring binder for ease of reviewing. Bid responses must be typed uniformly on letter size (8 ½” x 11”) sheets of white paper, single sided or double sided, each section clearly titled, with tabs, and each page clearly and consecutively numbered. Bid responses must be clean and suitable for copying. Bid responses must be specific. For example, “See Enclosed Manual” will not be considered an acceptable Bid response. Receipt of all addenda, if any, must be acknowledged in the Bid Response.

All blanks in the Bid Forms must be appropriately filled. **All Bids shall be enclosed in a sealed package plainly marked with the name and address of the Bidder and the words “BID RESPONDING TO BID # 2024-100. – DO NOT OPEN UNTIL AFTER 1:00PM Friday, March 29, 2024. Bid Cover Sheet shall be affixed to the outside of the envelope for submission to the School.**

3. **MANDATORY PRE-BID CONFERENCE:** Bidders must attend a mandatory pre-Bid conference to be held on 2:00 p.m. Thursday, February 22, 2024, via Zoom, for the purpose of discussing the Bid documents and answering any questions generated by those in attendance. **Please email Suzanne Nicastro, Superintendent, at Suzanne.Nicastro@manzanitacharterschool.com to obtain a link to the Zoom meeting.**

After the pre-Bid conference, **all questions must be submitted by email to Suzanne.Nicastro@manzanitacharterschool.com by no later than 5:00 pm Friday, March 8, 2024. Questions after this deadline may not be answered.**

4. **ERASURES, INCONSISTENT, OR ILLEGIBLE BIDS:** The Bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the initials of the persons signing the Bid. In the event of inconsistency between words and figures in the Bid price, words shall control figures. In the event that school determines that any Bid is unintelligible, inconsistent, or ambiguous, the school may reject such Bid as not being responsive to the invitation to Bid. Bidders shall verify their Bids before submission, as Bids cannot be withdrawn or corrected after the Bid opening.
5. **MODIFICATIONS:** Changes in or additions to the Bid Form, recapitulations of the work bid upon, alternative bids, or any other modification of the Bid Form or other Bid documents, including the Form of Required Contract, Addenda, etc., which is not specifically called for in these Bid documents may result in the School’s rejection of the Bid as not being responsive to this invitation to Bid. No oral, telephonic, telegraphic or facsimile Bids or modifications will be considered.
6. **SIGNATURE:** Signatures must be signed in permanent ink in the name of the Bidder and must bear the signature in longhand of the person or persons duly authorized to sign the Bid. **Any Bid submitted without a signature will be deemed non-responsive and will be rejected.**

7. **BID SUBMISSION ADDRESS:** All Bids shall be submitted to Manzanita Public Charter School, 991 Mountain View Boulevard, Vandenberg Space Force Base, CA. 93437, to Suzanne Nicastro, no later than 1:00 pm Friday, March 29, 2024. It is the sole responsibility of the Bidder to ensure that the Bid is received at the location indicated herein, no later than the time and date specified. Any Bid received after the scheduled closing time for receipt of Bids will be returned to the Bidder unopened.
8. **BID OPENING READING:** It is the Bidder's sole responsibility to ensure that its Bid is received prior to the scheduled closing time for receipt of Bids. Any Bid received after the scheduled closing time for receipt of Bids shall be returned to the Bidder unopened. At the time set forth in the BID SUBMISSION ADDRESS provision above, the sealed Bids will be opened and read aloud in the meeting room as may be designated. Check in with the receptionist on the day of the Bid opening for the specific room location. A zoom link for the bid opening will be forwarded to those in attendance at the mandatory bidder's conference.

TO BE CONSIDERED, ALL BIDS MUST BE RECEIVED IN THE SCHOOL OFFICE BY THE TIME AND DATE OF CLOSING. E-MAILED AND FAXED BIDS WILL NOT BE ACCEPTED AND WILL BE DEEMED NON-RESPONSIVE AND WILL BE RETURNED TO THE BIDDER UNOPENED.

9. **INTERPRETATION OF BID DOCUMENTS:** If any person contemplating submitting a Bid for the proposed work is in doubt as to the true meaning of any part of the contract documents, or finds discrepancies in, or omissions from any of the documents, written request for clarification or correction thereof, must be submitted to by email to Suzanne Nicastro, at Suzanne.Nicastro@manzanitacharterschool.com by no later than 5:00 pm Friday, March 8, 2024. **Questions after this deadline may not be answered.**
10. **CALIFORNIA PUBLIC RECORDS ACT:** All documents received by the School, as a public agency, in connection with this Bid are subject to the requirements of the California Public Records Act. Bidder shall identify any information contained in the Bid that the Bidder deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others. Note: A blanket statement that all contents of the Bid response are confidential or proprietary cannot be honored by the School.
11. **BID SECURITY:** Each Bid must include a cashier's check or Bid Bond in an amount not less than Ten Thousand and 00/100 Dollars (\$10,000.00). By submitting a Bid, Bidder agrees that this amount of bid security is reasonable.
- The cashier's check, or the Bid Bond, shall be given as a guarantee that the Bidder shall execute the contract if it is awarded to Bidder in conformity with the contract documents and shall be provided with the Bid. In the event that an award is made to Bidder and such Bidder fails or refuses to execute the contract, said security shall be forfeited to the School as liquidated damages.
12. **FINGERPRINT CERTIFICATION:** The Contract requires the Contractor to comply with the provisions of Education Code Section 45125.1 including certifying, in writing, to the School that no contractor employees or employees of subcontractors who may come in contact with School pupils in the performance of the contract has been convicted of a violent or serious felony as defined in California Penal Code Sections 677.5 (c) and 1192.7 (c) respectively.
13. **CONTRACTOR QUALIFICATIONS:** Each Bidder shall possess, at all times, a valid California School Bus Contractor's License issued by the California Highway Patrol in compliance with

California Vehicle Code Section 2571. The successful Contractor shall maintain the required license throughout the duration of the contract. Each Contractor shall provide proof of licensure at the time of Bid submission.

14. PERFORMANCE BOND: Upon receipt of the Notice of Intent to Award a Contract, the successful Bidder shall be required to furnish, within ten (10) calendar days, a Performance Bond in an amount equivalent to one hundred percent (100%) of the estimated annual Contract value, which is One Million and 00/100 Dollars (\$1,000,000.00), issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to School.
15. INSURANCE: Before the commencement of service, the Bidder shall, at its expense, procure and maintain for the duration of the Contract insurance in full compliance with the Contract requirements in at least the minimum levels of coverage required thereunder.
16. WORKERS' COMPENSATION: In accordance with the provisions of Section 3700 of the Labor Code, the Contractor shall secure the payment of worker's compensation to its employees. The form of such certificate is included as part of the Contract.
17. FAILURE TO PROVIDE EVIDENCE OF INSURANCE, POST SECURITY, OR EXECUTE CONTRACT: In the event the Bidder to whom the Notice of Intent to Award a Contract is given, fails or refuses to provide the certificates of insurance, required bonds, or return properly executed copies of the contract within ten (10) calendar days from the date of receiving said notice, the School may declare the Bidder's Bid deposit or bond forfeited as damages caused by the failure of the Bidder to enter into the contract, and may award the Bid to the next lowest responsive and responsible Bidder, or may call for new Bids.
18. COVENANT AGAINST CONTINGENT FEES: The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure the contract to be awarded as a result of this Bid solicitation upon agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business. For breach or violation of this warranty, the School shall have the right to terminate the contract that may be entered into with the Bidder and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or commission fee.
19. LOCATION OF BUS OPERATIONS SITE: The Contractor shall be allowed to park seven buses on the site of Manzanita Public Charter School. The service is anticipated to be six coach-type bus routes with one spare bus on site.
20. EXAMINATION OF CONTRACT DOCUMENTS: Bidders shall thoroughly examine and be familiar with the Bid documents and specifications. The failure or omission of any Bidder to receive or examine any Bid document, form, instrument, addendum, or other documents, shall in no way relieve any Bidder from any obligation with respect to his Bid or to the contract. The submission of the Bid shall be taken as prima facie evidence of compliance with this section. All addenda issued during the time of Bidding shall be incorporated into the Bid automatically.
21. FINANCIAL STATEMENT: The School requires an audited financial statement of Contractor's firm and any parent company from a Certified Public Accountant (CPA) for the last two (2) years of operation. Financial statements should only be included in the binder marked "Original", placed in a sealed envelope and marked "Confidential".

22. **AWARD OF BID/CONTRACT:** The School will consider price, as well as the Bidder's demonstrated ability to meet the unique needs of the school and its students in selecting the winning Bidder. While price is a factor, the School is under no obligation to accept the lowest Bid rendered. At its sole discretion, the School will award the Bid to the lowest responsive and responsible Bidder who best satisfied the terms, Bid specifications, and conditions contained in this Request for Bids and the student transportation requirements of the School.

The School reserves the right to reject any or all Bids, or to waive any irregularities or informalities in any Bids or the Bidding process, to accept or reject any items or combination of items. Bids shall remain open, valid and subject to acceptance for sixty (60) days after the Bid opening date unless otherwise stipulated.

THE SCHOOL RESERVES THE RIGHT TO VERIFY ALL CALCULATIONS SUBMITTED. IF THERE IS ANY DISCREPANCY BETWEEN THE COST LISTED AND SCHOOL'S CALCULATIONS, SCHOOL'S CALCULATIONS SHALL TAKE PRECEDENCE.

23. **WITHDRAWAL OF BID:** Any Bidder may withdraw its Bid personally or by written request to the individual who is tasked with receiving the bids at any time prior to the scheduled closing time for receipt of Bids. Any Bid security for a withdrawn Bid shall be returned at the time of withdrawal. The Bidder may thereafter submit a new Bid before the Bid submission date. Bids may not be withdrawn after the Bid submission date.
24. **BID PROTESTS:** Any bid protest by any Bidder regarding any other bid must be submitted in writing to the Agency, before 5:00 p.m. of the THIRD (3rd) business day following bid opening.
- a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
 - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
 - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

25. ANTI-DISCRIMINATION: It is the policy of the School that in connection with all work performed under contract, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The Bidder who is awarded a contract as a result of this Bid solicitation agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by Contractor.
26. NON-COLLUSION DECLARATION: Bidders on all service contracts are required to submit a Non-collusion Declaration with their Bid. This form is included as part of the Bid documents and must be signed under the penalty of perjury and dated.
27. SMALL, MINORITY AND/OR FIRMS OWNED, OPERATED AND CONTROLLED BY PERSONS WITH DISABILITIES OR DISABLED VETERANS: It is the School's desire that small business and firms which are at least fifty-one percent (51%) owned, operated and controlled by women, minorities, persons with disabilities, disabled veterans or firms with effective affirmative action programs shall have the maximum practicable opportunity to participate in the contract awarded to perform the services to be done.
28. ANTI-KICKBACK ACT: In the performance of the contract, the Bidder and all subcontractors shall adhere to and comply with all provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) and as supplemented in the Department of Labor regulations (29 CFR Part 3).
29. WORK HOURS AND SAFETY STANDARDS ACT: In the performance of any work order/job under the contract, Bidder shall adhere to and comply with all the provisions of Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented in the Department of Labor regulations (29 CFR Part 5).
30. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm, or corporation shall be allowed to submit more than one response to this Request for Bids.
31. EVIDENCE OF RESPONSIBILITY: The Bidder shall provide required references. (See Bid Responses and Format, section E.)
32. COVID-19 IMPACTS:
- a. Bidder acknowledges that federal, State, and local requirements relating to COVID-19, or other epidemic or pandemic, may impact its services, including, without limitation, any requirements for physical distancing on school buses and vehicle cleaning. Contractor shall, at its cost, timely comply with all applicable federal, State, and local health and safety requirements.
 - b. Bidder acknowledges that routes and schedules may be impacted by COVID-19, or other epidemic or pandemic. Bidder should review Section 7 of the Form of Required Contract regarding compensation in the event of cancelled school days.
33. BID DOCUMENTS: The following documents complete the Bid package:
- Notice Calling For Bids
 - Instructions for Bidders
 - Bid Responses and Format

- Evaluation Criteria
- Scope of Work and Specifications
- Bid Cover Sheet*
- Bid Response and all Tabs/Attachments*
- Bid Form*
- Bid Questionnaire*
- Non-Collusion Bid Declaration*
- Bid Bond/Security*
- Form of Required Contract Agreement and Exhibits
- All Addenda as Issued

* Must be returned with Bid package

Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The Bidder should fully acquaint him/herself with the terms and conditions affecting the performance of the contract. Submission of a Bid shall be taken as prima facie evidence of compliance with this provision.

**MANZANITA PUBLIC CHARTERSCHOOL
BID # 2024-100**

BID RESPONSES AND FORMAT

Bid Responses submitted by Contractor must contain the following sections:

- A. Bid Cover Sheet AND Response Page (Appendix 1)
- B. Table of Contents
- C. Corporate/Company/Agency Profile
- D. Credentials/Resumes/Certifications/Licenses
- E. References
- F. Evidence of Insurability/Business Licenses
- G. Clarification, Exceptions or Deviations
- H. Financial Statements
- I. Bid Questionnaire – Description of Services (Appendix 3). Please Note: All policies, procedures, forms and/or sample documents that the Bidder is providing to substantiate responses must be included in this section.
- J. Bid Forms (Appendices 2-A through 2-C)
- K. Appendices

Section Details:

- A. **Bid Cover Sheet AND Response Page**
The Bid Cover Sheet shall be affixed on the outside of the envelope when submitting the Bid. The Bid Response Page shall be included in the bid and must be signed by an authorized representative. Signature by an authorized representative of the organization on the Bid Response cover page shall constitute a warranty, the falsity of which shall entitle the School to pursue any remedy authorized by law, which shall include the right, at the option of the School, of declaring any contract made as a result thereof, to be void.
- B. **Table of Contents**
This section shall include a comprehensive table of contents that identifies material by sections A-K (in the order listed above) and by sequential page numbers.
- C. **Corporate/Company/Agency Profile**
This section of the Bid Response is designed to establish the Bidder as an entity with the ability and experience to operate the program as specified herein. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:
 - 1. Business name and legal business status (i.e. partnership, corporation, etc.)

2. Proof of non-profit status, if applicable
3. Company overview of services or activities performed, including:
 - a. A brief history of the Bidder.
 - b. The number of years in business under the present business name, as well as prior business names.
 - c. Number of years' experience providing the proposed, equivalent or related services.
 - d. Company hierarchy (President, Vice President, Company Officers, etc.) and organizational chart.
 - e. Company size - number of staff, proposed number of staff to provide services, and participant base.
4. Whether the Bidder holds controlling interests in any other organization, or is owned or controlled by any other person or organization, if none that must be stated. Governmental agencies are exempt from this requirement.
5. Financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.
6. Names of persons with whom the prospective contractor has been associated in business as partners or Contractors in the last five years. Governmental agencies are exempt from this requirement.

D. Credentials/Resumes/Certifications/Licenses

In this section, provide resumes and credentials of staff providing the service. Identify the project manager and include his/her position, responsibilities, qualification/experience, and a copy of his/her certification or licenses held (if applicable).

Bidder shall specifically provide:

1. Description of education
2. General experience
3. Experience or education related to the Bid project
4. Letters of reference (if available)
5. Copies of applicable current professional licenses, permits, and certificates
6. Any other information, which will assist in evaluating qualifications

E. References

1. All Bidder(s) must include present and past performance information in the form of a minimum of three (3) references, one of which MUST be a California public school district or a joint powers agency comprised of California public school districts. References may not

- include Manzanita Public Charter School, board members or employees, or elected officials or employees of any of the School. Each reference provided shall include, at a minimum, dates of work performed, current contact person, company, address, e-mail address and telephone number.
2. Describe a minimum of three (3) recent, similar projects, one of which MUST be a California public school. These projects must show the qualifications of the Bidder's capabilities to complete the School's project. Provide a summary of the scope of services, including project cost, performed for these other projects.
 3. Provide a list detailing contracts completed during the last five (5) years, showing year, type of services, dollar amounts of services provided, location, contracting agency, contact name, and phone number.
 4. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

Please verify that all reference information is correct. References must clearly correlate their performance with the requirements of this Request for Bids.

F. Evidence of Insurability/Business Licenses

All Bidder(s) shall submit evidence of all required insurance. A properly prepared cover page will suffice and if awarded the contract the Bidder has ten (10) calendar days to produce the required insurances including a certified endorsement naming the School as additionally insured. The Bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded. Provide a copy of current business license or other applicable licenses.

G. Clarification, Exceptions or Deviations

All Bidder(s) shall describe any exception or deviation from the requirements of this Request for Bids. Each clarification, exception or deviation must be clearly identified. If the Bidder has no clarification, exception or deviation, a statement to that effect shall be included in this section. An entry stating the clarification, exceptions or deviations, OR a statement that there is no clarification, exception or deviation must be submitted. IF THERE IS NO ENTRY OF EITHER, THE BID RESPONSE MAY BE CONSIDERED NON-RESPONSIVE.

H. Financial Statements

The Bidder must submit an audited financial statement of Proposer's firm and any parent company from a Certified Public Accountant for the last two (2) years of operation. Please place in a separate envelope and mark "Confidential" if the Bidder requires this to be kept confidential.

I. Bid Questionnaire – Description of Services

All Bid Responses must include a detailed description of each proposed service to be provided on the Bid Questionnaire (Appendix 3), for use in providing clear description of services. Please Note: All policies, procedures, forms and/or sample documents that the Bidder is providing to substantiate responses must be included in this section.

Bidders that do not respond to ALL questions in Appendix 3 may be found to be "non-responsive" and disqualified from the Bid process.

J. Bid Form

In this section, please complete and include the required Bid Forms (Appendices 2-A through

2-D). Bidders may also include any other documents as information to further explain the proposed costs. Bid Responses must fully describe all costs to be charged to School as part of this Project. As stated in the Bid Response Forms, Bidders must provide fully inclusive blended rates inclusive of all of the Bidder's Project-related or supported expenses, including travel, any markup, profit and overhead expenses.

K. Appendices

In this section, include information considered by Bidder to be pertinent to this Request for Bids, and which has not been specifically solicited in any of the aforementioned sections. Please note that this does not constitute an invitation to submit large amounts of extraneous materials, appendices should be relevant and brief.

**MANZANITA PUBLIC CHARTER SCHOOL
 BID # 2024-100**

EVALUATION CRITERIA

The School will consider price, as well as the Bidder's demonstrated ability to meet the unique needs of the School, and its students, in selecting the winning Bidder. While price is a factor, the School is under no obligation to accept the lowest Bid rendered. At its sole discretion, the School will award the Bid to the lowest responsive and responsible Bidder who best satisfied the terms, Bid specifications, and conditions contained in this Request for Bids and the student transportation requirements of the School. The School reserves the right to split or make the award that is most advantageous to the School. Bid Responses will be evaluated based on the criteria listed below, including but not limited to:

1. Responses to all points in the Bid Questionnaire (Appendix 3)
2. Bidder's experience and ability
3. Overall cost to the School
4. References with demonstrated success with similar work to the Scope of Service
5. Credential/Resumes/Licenses/Certifications
6. Financials

All Bid Responses will be given thorough review. All contacts during the review selection phase will be only through SUZANNE NICASTRO, CBO at Suzanne.Nicastro@manzanitacharterschool.com. Attempts by the Contractor to contact any other school representative may result in disqualification of the Contractor. All evaluation material will be considered confidential and not released by the School.

If a Bid Response is accepted, the School will enter into a contractual agreement with the selected Contractor. A Form of Required Contract to be used for these Services is attached as Appendix 6. If an agreement cannot be reached, negotiations with the second ranking Bidder shall commence.

All Bidder(s) shall describe any exception or deviation from the requirements of the Request for Bids. Each clarification, exception or deviation must be clearly identified. If the Bidder has no clarification, exception or deviation, a statement to that effect shall be included in Tab "G" of Bidder's Bid Response.

SCOPE OF WORK AND SPECIFICATIONS

1. DEFINITIONS

- 1.0. **Board, Board of Education or School's Governing Board** refers to the Governance Board of Directors of the Manzanita Public Charter School.
- 1.1. **Buses or Vehicles**, as used in the Bidder's Specifications, refers to 82-passenger, coach-type school buses except where a specific reference to a particular type of vehicle is made.
- 1.2. **Bid or Bidder's Specifications** refers to the following Specifications, including all exhibits, drawings, attachments and other materials therein and any addenda thereto, which are incorporated by reference into the Bid Form.
- 1.3. **Contractor** refers to the individual, firm, partnership, corporation or combination thereof, which is the successful Bidder for this Project and which, as an independent contractor, enters into a contract with the School. The Contractor shall be referred to throughout this document by singular number and masculine gender.
- 1.4. **Contract or Agreement** refers to the agreement for scope of services, terms and conditions, pricing and other specifics that is executed between the successful Contractor and the School.
- 1.5. **Day**, unless otherwise indicated, refers to a calendar day.
- 1.6. **School** refers to Manzanita Public Charter School, which shall be **referred** to throughout the Bid Specifications as if singular in number. The term School shall mean Manzanita Public Charter School or the School's authorized representative.
- 1.7. **Fuel** refers to all fuels and diesel used in Buses or Vehicles that provide approved transportation service to School students.
- 1.8. **Project or Services** refers the total and satisfactory performance of the School's Student Transportation Services and all related services performed in accordance with the Contract.
- 1.9. **School Day** refers to a day on which school instruction is planned according to the School.
- 1.10. **Director** refers to the Superintendent of Manzanita Public Charter School or their designee.

2. BACKGROUND

Manzanita Public Charter School is a charter elementary school, chartered under the authority of the laws of California and the Lompoc Unified School District. The School has approximately 460 general education students who are transported to and from school school-type buses on 12 bus routes that will be developed and maintained by Manzanita Public Charter School site leadership.

All of the School's students who register with the School shall be eligible riders of the bus service.

Based on past experience, the School estimates, approximately 12 general education routes (6 total busses), 3 routes (one bus) for the ELOP after school program, plus approximately 30-50 activity trips per year on an as-needed basis.

3. STATEMENT OF PURPOSE

The School is soliciting offers from qualified Bidders for all preparation work, materials, equipment, and labor required for provision of Student Transportation Services. The Bidder shall be prepared to provide the services specified in this Bid document and as may be authorized by the School's authorized representatives.

The essence of any student transportation service is that the students be transported to and from school regularly, promptly, safely and without interruption or incident. When this responsibility is contractually assigned to a Contractor, the primary obligation of the Contractor is to conduct its affairs, specifically the day-to-day management of the transportation contract, so that the School will be assured of continuous, safe and reliable service. Upon the award of a Bid to provide transportation service to and from the School, including extracurricular activities and field trips, the Contractor accepts full responsibility for meeting these criteria according to the highest industry standards. Under the proposed Contract, the Contractor shall be fully responsible for all aspects of providing the Student Transportation Services subject to the terms and conditions stated herein.

4. SCOPE

4.0. Scope of Services

- 4.0.1.** The Request for Bids encompasses the transportation of students, personnel and others as authorized by the School by means of Vehicles, at such times and to such places as directed by the School.
- 4.0.2.** Services provided by the Contractor shall include the provision of all transportation equipment, support and office equipment, bus radios, bus cameras, driving and office personnel (including bus drivers, monitors, dispatchers, mechanics, etc.), Vehicle replacement parts, lubricants, fuel storage, insurances, staff vehicles and other such materials as required by law and per the Specifications. All services shall be performed to the satisfaction of the School.

4.1. Scope of Terms

These Request for Bids Specifications together with the Form of Required Contract contain all of the terms, covenants, conditions, and agreements between the School and prospective Bidders. No prior agreement or understanding, oral or written, pertaining to the same shall be valid. The terms, covenants, conditions, and provisions of this Bid may not be altered, changed, modified, extended or expanded without a written addendum issued by the School. A Bid Response shall indicate that the Bidder has read, understood, accepted and will comply with all of the terms and conditions of the Request for Bids Specifications.

5. GENERAL PROVISIONS

5.0. Compliance with Law

In furnishing services, the Bidder agrees to comply with and observe all the applicable provisions of the California Education Code, the California Vehicle Code, the California Administrative Code, the Federal Omnibus Transportation Employee Testing Act, the Department of Transportation Federal Highway Administration Regulations (49 CFR Parts 40 & 382), the Federal Motor Carrier - Safety Regulations-Motor coach/Bus version, and all other applicable laws, rules and regulations as prescribed by the federal government, the State of California, the California Department of Education, the State Air Resources Board, San Diego

County Air Pollution Control District, California Highway Patrol (“CHP”), any other federal, state or local agency with jurisdiction over the services relating to the transportation of students.

5.1. Term of Contract

5.1.1. The effective period of any Agreement resulting from this Request for Bids is anticipated to be July 1, 2024 through June 30, 2026 with a five (5) year renewal option to June 30, 2031, upon satisfactory performance.

5.1.2. Start Date - In an effort to streamline the transition to a new provider, Contractor shall be prepared and ready to provide transportation of students by August 12, 2024, the first day of the school term for the 2024-25 school year.

5.2. School Year and Summer School

The School generally operates its transportation program on a traditional school year calendar and does not offer pupil transportation for any intersession or summer school program with the exception of 1 bus for the School’s ELOP program which includes 20 extra days of bus service beyond the 180 day school calendar.

5.3. Permits and Licenses

The Contractor shall secure and maintain in force and effect all valid permits, licenses and other regulatory approvals that are required by law or regulation to provide services to the School. All costs for permits and licenses are the sole responsibility of the Contractor.

5.4. Insurance

Before the commencement of service, the Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance in full compliance with the Contract requirements in at least the minimum levels of coverage required thereunder. The Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract.

5.5. Performance Bond

Contractor shall provide a performance bond, in a form acceptable to JPA, in an amount equivalent to one hundred percent (100%) of the estimated annual Contract value, which is One Million and 00/100 Dollars (\$1,000,000.00), issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to School.

5.6. Contract Waivers and Deviations

Any requests for waivers or deviations from the provisions of the Form of Required Contract between the Contractor and the School shall be submitted in writing by the Contractor. Approval shall be at the sole discretion of the School and must be in writing to be effective.

6. EQUIPMENT SPECIFICATIONS AND REQUIREMENTS

6.0. Approval

All School Buses or Vehicles supplied by the Contractor shall be subject to the continuous approval of the School. Vehicles that are unacceptable by reason of defect shall be either fully repaired to the School's satisfaction or replaced by the Contractor at no additional cost to the School.

6.1. Vehicle Availability

All Vehicles supplied by the Contractor shall be available for the exclusive purpose of providing transportation for the School's students or other persons approved by the School on each school day and as required during school periods. The Contractor shall only transport passengers who are registered with the School and approved by the School to receive services.

6.2. Spare Buses

The Contractor shall maintain an adequate number of spare buses that meet current Contract standards to provide continuous service to all School programs, in the event of mechanical breakdown. Spare buses shall at a minimum equal to one spare coach-type bus similar to the buses utilized in the service.

6.3. Compliance with State and Federal Standards

6.3.1. All school buses provided by the Contractor shall meet or exceed all current, applicable federal, state and local laws, rules and regulations relating to safety, maintenance and emission standards, including but not limited to, the Federal Motor Vehicle Safety Standards, the California Administrative Code (Title 13), the California Education Code, and the regulations of the Department of the California Highway Patrol, San Diego County Air Pollution Control District and California Air Resources Board. Current emission standards, unless otherwise mandated by law, shall be followed for the term of the Contract. All school buses used in the Contract shall have State-approved electronic child check devices properly installed. Contractor shall document that all child checks were appropriately performed. Furthermore, if during the period of this Contract, any installation or modification of equipment is required due to a change in the law or applicable rules or regulations, such modification or installation shall be made immediately by the Contractor upon notification from the School or governing entity, at no additional cost to the School. If the modification is requested by the School but not otherwise required by law, a pro rata share of the cost of such modification or installation based upon the number of months remaining on the Contract and the useful life of the bus shall be borne by the School. The formula for the pro rata share will be the amount of months left in the Term the Contract divided by the standard bus lifetime in months. For the purposes of this calculation, the following standard bus lifetimes apply:

- a. Coach-Type Buses - 180 months or 15 years

6.3.2. School Bus Inspection

Regardless of compliance with the above Specifications, no school bus shall be placed in service until the Vehicle has been inspected, approved and certified at least every thirteen (13) months pursuant to the Motor Carrier Division of the Department of the California Highway Patrol and any other applicable federal, state and local laws, rules or regulations, and will be inspected every 45 days during the Term by a qualified inspector. The School may inspect buses at any time. Inspection may be conducted at any center during a regular run. Dates and times of such inspections will not be posted in advance. The Contractor shall, prior to the start of each school year, furnish the School with the current California Highway Patrol Motor Carrier Section terminal rating and will further advise the School immediately of any changes in rating which may occur during the school year.

6.4. Size Requirements

6.4.1. Coach-Type or Transit Buses

Transit buses shall be Type D and have a minimum capacity of eighty-two (82) students when seated three to a seat.

Age Requirements

The Contractor shall ensure that all buses supplied shall not be older than the specified age requirements throughout the life of this Contract. The following age requirements are measured from manufacture date and apply to buses used in the performance of this Contract:

6.4.2. Transit Buses – Fifteen (15) years old or newer.

6.5. School Bus Roof and Roof Hatches

All school Vehicles shall have a white roof. School buses (Type D) shall be equipped with two (2) roof hatches.

6.6. Seatbelts

The Contractor shall comply with all California requirements regarding the installation and use of seatbelts by students on school buses. It shall be the Drivers' responsibility to ensure that such seat belts are properly adjusted and fastened as soon as the pupil occupies their seat and for the duration of the trip.

6.7. Air Conditioning

Air conditioning is not a requirement element of these buses, but air-conditioned buses, if provided, will be accepted.

6.8. Two-way Radios

The Contractor shall provide each bus and spare bus with a two-way radio to maintain continuous contact with the dispatch office staff. Radios shall have an individual discrete frequency, discrete private channel, discrete private carrier, or coded squelch such that only

operations in support of the School may be monitored. It shall be understood that the Contractor gives assigned School employees permission to use said frequency to communicate with the Contractor supplied vehicles when necessary, and that the Contractor shall supply the School with the radio monitoring equipment. The School shall reimburse the Contractor the expense of supplying radio equipment to communicate with Contractor's drivers. The equipment shall become the property of the School. Citizen Band (CB) radios or VHF radios, or mobile cellular devices shall not be used to meet this requirement. Additionally, UHF radios must have a minimum power output of twenty-five (25) watts with 800Mhz or fifteen (15) watts with 900Mhz. The Contractor shall also provide at its own expense whatever repeaters, signal boosters, or relay devices are needed in order to provide continuous radio coverage within the entire School's attendance area. Under no circumstances shall the Contractor use a shared frequency with a public or outside entity.

6.9. Location of Equipment (Terminal)

The Contractor shall use parking space provided at Manzanita Public Charter School for its buses. The School shall inform the Contractor where it shall park its buses.

6.10. Maintenance of Equipment

The Contractor shall provide, equip, and staff the maintenance facility located at its closest bus terminal for the School to provide regular preventative maintenance and other maintenance as may be required to ensure that all buses continually meet the highest standards of safety, performance and air quality emissions. Each Bidder shall submit a copy of their vehicle maintenance plan with their Bid documents. The location of the vehicle maintenance facility shall be included in the bidder's response and shall be a reasonable distance from the School to ensure timely response to accidents or bus breakdowns.

6.10.1. Pre-Trip Inspections

The Contractor shall make certain that pre-trip inspections, as required by California law, are performed on vehicles assigned to this Contract. Vehicle defect logs and subsequent repairs logs are to be kept on file at the maintenance facility. The Contractor shall make said logs available to School staff upon request. Such reports shall be maintained for a minimum period of one year.

6.11. Appearance

All school buses shall be cleaned inside and out in a systematic manner. It shall be the Contractor's responsibility to develop and maintain a program to accomplish this task. The School reserves the right to inspect buses for cleanliness at any time. Buses that are found to be out of compliance shall be removed from service until clean and re-inspected by the Contractor. During times of a pandemic, all buses must be thoroughly sanitized and disinfected at a minimum before each morning and afternoon route, when required by State or County Health directive.

6.11.1. Broken Windows

Broken window glass shall be repaired or replaced by the Contractor in a timely manner. Vehicles with damaged glass shall be placed out of service until the defect is corrected.

6.12. Route Numbers

All buses on regularly assigned routes shall have displayed to the left of the entrance door in a visible location, on a placard at least six inches by six inches (6" x 6"), their School assigned route numbers in at least four inch (4") high white numerals on a black background. The route number placard shall fit in a bracket so that route numbers may be changed or so that spare buses may display assigned route numbers.

6.13. First Aid Kits

Each bus shall be equipped with an approved first aid kit and a blood borne pathogen kit. Kits are to be inspected and supplies replenished on a systematic basis by the Contractor.

6.14. Equipment Required by Law, Rule or Regulation

Contractor shall supply and ensure that all of the buses have all such equipment, not otherwise specifically mentioned in these Specifications, which is required by federal, state or local laws, rules or regulations, including equipment required by the regulations adopted by the California State Highway Patrol.

6.15. Storage Space on Buses

Storage space for athletic equipment, instruments and other materials is needed on these coach-type transit buses assigned to field trips. To accomplish this task, the School requires that the transit buses be equipped with underside storage compartments below the floor of the bus. The number of storage compartments shall be the maximum allowed by the manufacturer of the bus.

6.16. Fleet Surveillance System (Camera, Tracking and GPS)

6.16.1. Video Cameras - The School requires bidders to bid the work with video cameras installed on buses. At a minimum, two camera positions with the ability to record the stepwell, passenger areas and actions of the driver. The system should be digital with the ability to maintain at least three (3) weeks of storage. The system shall be capable of sending clips of videos to the JPA via email as requested. Contractor shall maintain spare hard drives as back up. For coach-type transits, the School's expectation is that coverage will be two (2) cameras generally located one (1) Dome camera in the front facing the rear enough to cover the distance of the transit buses; and (1) camera in the upper left side covering the driver compartment, door well and student loading door.

6.16.2. Global Positioning System ("GPS") – All buses assigned as part of the Contract, including spares, shall be equipped with a GPS device that includes capability to refresh every 30 seconds or when requested by the user. The system shall be able to display the path of the bus, and record the time of the event(s), direction of travel, speed and mileage. Contractor shall be responsible for all hardware during the Contract period. The Contractor shall provide the above requirements at no additional cost to the

School and allow the School access to the information generated by the system, upon their request.

- 6.16.3.** The Contractor shall propose an adequate maintenance program for the fleet surveillance system that includes regular preventative maintenance and other maintenance (including replacement) as may be required to ensure that the surveillance system is available on all buses on a continuous basis with minimal downtime.

7. PERSONNEL REQUIREMENTS

The Contractor shall provide a complete management and supervisory team to effectively oversee and manage all aspects of the pupil transportation program. This group should include a supervisor or lead driver who also acts as the Dispatcher. This individual shall be on duty during all times of operation for all School routes excluding Field Trips hours. Contractor shall provide contact information for any after-hours incidents. Resumes, duties, shift times and areas of control are to be included in this profile. The School reserves the right to interview and approve all management staff assigned to this service. The bidder shall detail their plan to oversee this contract, whether the individual will be on site or at a remote location and their plan relative to response to emergency situations and routine vehicle maintenance.

7.0. Drivers and Monitors/Attendants

- 7.0.1.** All Drivers shall be employees of Contractor, and Contractor shall employ all other staff as required by this Bid. It shall be the responsibility of the Contractor to design and implement an employee hiring program. The goal of this program shall be to attract qualified candidates, train each candidate to meet state licensing requirements and to maintain a sufficient number of employees so as to avoid personnel shortages that adversely impact the delivery of transportation services.
- 7.0.2.** Each bus driver shall be at least twenty-one (21) years of age and possess a valid California Special Certificate valid for operating a School Bus and a Commercial Driver's License with endorsements that meet the duties to which they are assigned.
- 7.0.3.** The Pre-trip Inspection and cleaning times for each route shall not be charged to the School. The School will establish actual route length times, not including pre-trip and post-trip duties. Route times will begin and end at the School. Subsequent requests to make changes to routes shall be submitted to the School site leadership for consideration. The School will not be billed for any of the previously mentioned training requirements.
- 7.0.4.** The Contractor shall be solely responsible for determining the wage requirements applicable to all employees hired by Contractor pursuant to this Bid. Contractor's Bid shall include all costs necessary to comply with any applicable wage requirements and Contractor shall indemnify and hold the School harmless from any claim, demand, damages, or suit relating to Contractor's wage obligations.
- 7.0.5.** The Contractor shall comply, at its own expense, with all Federal, State and/or local fingerprinting and employee background check laws in accordance with Education Code section 45125.1, drug/alcohol testing including random drug/alcohol testing and to provide proof of compliance and/or clearance to the School. Contractor shall provide a written statement, in the form and with the content similar to Appendix 6, that Contractor has completed a criminal background check and that none of its

employees that may come in contact with School's students have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

- 7.0.6.** The Contractor shall assume responsibility for training and certifying drivers for mountain driving. The School's Transportation staff and the Contractor shall agree on an appropriate number of field trip drivers for certification under the mountain driving training program.

7.1. Employee Performance and Replacement

All personnel assigned to perform under the Contract shall be subject to continuous approval by the School. If the School disapproves of any Contractor personnel, for any reason and in School's sole discretion, then Contractor shall replace such personnel immediately. Contractor's failure to timely replace any of its personnel shall be a material default under the Contract entitling School to liquidated damages for each day of default. Notwithstanding the generality of the foregoing, in the event of any material egregious issue concerning any of Contractor's personnel, the school shall have the right, but not the obligation, to demand that Contractor promptly resolve the situation to School's satisfaction. For purposes of this paragraph, a "material egregious issue" shall mean: (a) an act or omission by any Contractor personnel that constitutes gross negligence, willful misconduct, or a violation of applicable law or School policy; (b) an act or omission, or alleged act or omission, by Contractor personnel that endangers or is likely to endanger the safety, health, or well-being of any of the school's students; (c) any repeated default by Contractor personnel, such as repeated late arrivals.

7.2. Standby/Cover Drivers

- 7.2.1.** The Contractor shall provide sufficient standby/cover drivers to meet day-to-day vacancies due to illness, vacation, personal days and unplanned absences. All standby/cover drivers shall be thoroughly familiar with the routes of the School and competent to meet the assigned schedule on any assigned route. This can be accomplished by the supervisor or lead driver assigned to this contract.

7.3. Training

- 7.3.1.** The Contractor shall be responsible for all aspects of pre-service and in-service training of school bus drivers used in the scope of the Contract. The Contractor shall ensure that newly licensed drivers receive, at a minimum, the bus driver training hours prescribed by the stipulations, current acts and amendments as set forth in 13 CCR § 1204 and approved by the State Department of Education in compliance with California Vehicle Code sections § 12517 and §12519, or as otherwise set forth in law. Bidders are to submit an outline of their pre-service and in-service training program with their Bid response. Specific elements of the required training to be provided by the Contractor are described in subsections 7.4.1.a through 7.4.1.f below.
- a. The Contractor agrees to train each driver and dispatcher on the importance and proper use of two-way radios.
 - b. After being hired and prior to placement on the School's routes, drivers, dispatchers and managers shall receive a one-hour block of classroom instruction

and orientation from the Contractor on the organization, policies and procedures of the School.

- c. After being hired and prior to placement on School routes, drivers, dispatchers and managers shall receive a one-hour block of classroom instruction from the Contractor on student discipline procedures, methods, and techniques. At the request of the Contractor, the School shall provide a course outline for this training.
- d. The Contractor shall require drivers, dispatchers and managers assigned to School Services to undergo annual in-service training.
- e. From time-to-time, the School may specify that individual drivers, for certain reasons, may require additional training prior to resuming School Service. The Contractor shall assume responsibility for fulfilling this additional training requirement.

7.3.2. Bidders are to submit an outline of their in-service training program with their Bid response. The cost of all said trainings shall be borne by the Contractor.

7.4. Uniforms and Identification Badges

The Contractor shall furnish uniforms for drivers. All drivers shall be provided proper uniforms within fifteen (15) working days of the date assigned to drive for the School. Contractor shall provide each employee with a picture identification badge that shall be worn on the outside of their uniform. The badge shall show the company name of the Contractor as well as the name of the driver.

7.5. Controlled Substances Use and Testing

In accordance with the Federal Omnibus Transportation Employee Testing Act, the Department of Transportation, Federal Highway Administration Regulations (49 C.F.R., Parts 40 and 382 et al.), and California Vehicle Code Section 304520, the Contractor shall establish and maintain a formal controlled substances and alcohol use testing program. Bidders are to submit an outline of their substance testing program with their Bid response.

7.6. Drug-Free Workplace Certification

Pursuant to Government Code Section 8350 et seq., the Contractor shall certify to the School, in writing and under penalty of perjury that the Contractor shall comply with the requirements of the Drug-Free Workplace Act. The Contractor shall use the form Contractor's Certificate Regarding Drug-Free Workplace attached as Appendix 6 to make its certification to the School.

7.7. Use of Cell Phones

Drivers are not to use cell phones on school vehicles while the vehicle is in motion or at such times when the use of such devices would interfere with work duties or the needs of the students.

7.8. Use of Tobacco Products

The use of tobacco and/or tobacco-like products of any kind is forbidden on school buses or on property owned or leased by the School, whether passengers are on the bus or not. The restriction applies to students, drivers, Contractor management staff and maintenance staff.

7.9. Tuberculosis (TB) Testing

Contractor employees (staff, drivers, mechanics, etc.), who are expected to come into contact with School's students shall be free of active tuberculosis. This requirement shall be consistent with the requirements for school employees as defined in California Education Code Section 49406. The Contractor shall provide the School with written documentation demonstrating compliance with this requirement every four (4) years, and whenever any new employee is hired.

8. REPORTS AND FORMS

The Contractor agrees to provide the School with reports when requested. These reports shall include, but are not limited to, the following:

8.0. Pupil Transportation Bus Incident/Accident Reports

This report describes all incidents, accidents or injuries occurring on the School's routes or trips, including route segments to and from the terminal, whether or not students are on the bus. Written follow-up reports stating corrective action taken shall be submitted within twenty-four (24) hours after the occurrence. Police reports, where applicable, are to accompany each accident report.

8.1. Monthly Student Load Count

This report lists the number of students at each bus stop who rode the bus on every day. Results shall be tabulated and detailed in an electronic written form acceptable to the School. Forms are to be returned to the School within five (5) days of the end of each month.

8.2. Driver - Route List

A list that identifies regular education drivers, by route is to be submitted in electronic form prior to school start and updated monthly by the Contractor. The list shall also include names of drivers who are assigned as field trip drivers as well as names of drivers assigned as spares or stand-by drivers.

8.3. Incident/Complaint Form

The School shall create and provide an electronic form meant to inform the Contractor in writing of an incident or complaint about the services provided or about a specific driver by the School, or the public. The Contractor shall investigate these reports and provide a written reply within five (5) days. If the investigation determines that corrective action is warranted, all written replies shall state the corrective action taken to prevent a recurrence of the condition that caused the incident or complaint.

8.4. Driver/Incident Complaint Form

Contractor shall create and provide a form meant to inform the School in writing of an incident or complaint on a bus, about students or parents, to report difficulties at a school site or with a parent, or to record any unusual incident involving a student. The School's staff shall investigate these reports and provide a written reply within ten (10) days. If the investigation determines that corrective action is warranted, all written replies shall state the corrective action taken to prevent a recurrence of the condition that caused the incident or complaint.

9. ROUTING AND SCHEDULING

9.0. Establishing Routes

The School will have routes prepared by the Manzanita Public Charter School site administration. Routes will be sent to the contractor for their use.

9.1. Revision and Approval of Routes

The School may at any time during the term of this Agreement revise or reassign students on bus routes, or request changes to bus stops or bus assignments. At the same time, the Contractor is expected to evaluate routes on a continuing basis and provide the School with recommendations for constructive changes.

9.2. Changes to Routes

Changes to routes shall only be made at the request of Contractor with the prior written consent of the School, or with written notification to Contractor by School. The Contractor shall then notify parents in writing of the changes prior to their implementation. The Contractor shall cooperate with the distribution of such notices of any route changes.

9.3. Adding or Deleting Buses

The School may add or delete buses upon written notice to the Contractor. When equipment is added, the School and Contractor shall establish a timetable for service and mutually agree on a start date. When the School chooses to add or delete a route, the Contractor shall cooperate by distributing route change notices to impacted students. The School will make every effort possible to give the Contractor maximum advance notice when they are deleting a complete route or bus.

9.4. Unauthorized Deviations from Routes

Except for those reasons outlined and approved by the School, such as road construction safety hazards, serious weather conditions e.g. traffic deviations mandated by civil authorities, drivers are not authorized to deviate from assigned routes or stops without the prior approval of the School. The School shall be notified of deviations lasting in excess of five (5) school days. Notice shall be made to the School as soon as Contractor knows deviations will exceed five (5) school days.

9.5. Late Buses

Drivers shall notify the Dispatcher whenever it appears they will be ten (10) minutes or more behind the scheduled time in arriving at their destination. The Dispatcher shall notify the School immediately.

9.6. Overload Conditions

The Contractor shall monitor routes for potential overloads on an on-going basis. In the event of an overload the Dispatcher shall dispatch a second bus to transport excess students and, at the same time, notify the School of the nature of the overload by phone.

9.7. Dry Runs

The Contractor shall ensure that drivers are familiar with their assigned routes. To facilitate this process, the Contractor shall, have each regularly assigned route driver complete dry runs (practice runs without students) of its assigned route prior to the start of any scheduled school year, or prior to operating the route for the first time (substitutes would be exempt from this). Dry runs shall be conducted as close to the assigned route time as possible to take traffic congestion and flow into consideration. Dry runs shall be conducted for any new or significantly changed assignments as requested by the School. The cost of Dry Runs shall be borne by Contractor.

9.8. Driver's Orientation

A driver orientation will be conducted for all drivers who will be assigned to perform services for the School. The driver orientation shall include, but not limited to, pupil management, relationship with the school and the general public, discipline on the school bus, and other pertinent information. The cost of driver orientation shall be borne by the Contractor.

9.9. Field Trips and other school sponsored activities

Contractor agrees to provide transportation service for field trips as may be authorized by the School. For field trips, the School will contact Contractor at least ten (10) calendar days prior to the scheduled activity and request Contractor to provide equipment and personnel for the activity. In the event the Contractor does not have the required equipment and/or personnel available, the School may contract with another transportation firm.

9.10. Cancellation of Scheduled field trips

The School shall have the option to cancel any scheduled field trip upon the School's prior notification to the Contractor for at least two (2) hours prior to the first scheduled students pick up. If cancelled within two (2) hours of the time of the pick-up, the School shall pay Contractor for the driver's time but the total cost shall not exceed fifty (\$50) dollars.

10. VEHICLE REQUIREMENT

10.0. Basic Fleet Buses

Basic fleet buses must consist of a 5 coach-type (transit) buses with a seating capacity of 82 passengers, plus one additional spare bus of the same size. All buses shall have the maximum under-floor luggage capacity allowed by the manufacturer.

10.1. Field Trip and Activity Buses

Field trip buses shall be of the same size and time indicated above.

11. COMMUNICATIONS

11.0. The School firmly believes that the overall success of this transportation service depends on establishing and maintaining effective lines of communication between the Contractor and the School. To meet this goal the School and Contractor shall develop a meeting schedule within one week of the Contract award that is responsive to the immediate and long-range needs of the pupil transportation program. In addition to scheduled meetings each party may request a meeting with limited notice to address a situation or concern that requires immediate action. Each party shall cooperate and make every reasonable effort to respond to and attend such meetings.

11.1. Telephone Communication

The Contractor shall provide and maintain at its expense a direct telephone number for communication with the school. Contractor and Contractor's staff shall make every effort to answer calls on this line in a timely manner. Contractor shall also provide a means for the School to be directed to an assigned contact in the event of an emergency after normal business hours. The School shall provide Contractor contact information for appropriate School personnel for use after hours or in the event of an emergency.

11.2. Dispatch System

Contractor shall provide a functional dispatch system. There shall be no cost to the JPA for the Dispatch system. An expected on-time bus driver performance of 98% is required.

The dispatch system proposed for use in this Contract must be currently in use at one or more of the Contractor's existing facilities. The School retains the right to have the system demonstrated to the School prior to consideration for award of this Contract. Contractor shall provide a detailed description of the systems intend to be proposed in this Bid.

11.3. Telephone Communication – Parents

The School expects the Contractor to provide exceptional customer service to Manzanita Public Charter School along with its students and parents. Consequently, the Contractor shall provide at its expense sufficient communications technology and staff who are knowledgeable about the bus routes, stops and school locations and can answer public inquiries and requests regarding bus schedule times, safety issues, or any other concerns that are an expected part of student transportation operations. The goal is to provide information to parents and school administration in a prompt and courteous manner as well as provide access to the Contractor's

management team. The communications technology shall also provide a means for callers to leave messages for routine inquiries, and to be directed to an assigned contact in the event of an emergency after normal business hours.

11.4. Authorized Representative

The School shall identify the authorized representative to deal with all transportation issues.

12. MISCELLANEOUS

12.0. Inspection for Students and Damage to Seats

Pursuant to SB 1072 (Mendoza. School bus safety: child safety alert system), immediately after each route segment, the driver shall visually inspect the interior of the bus to look for any students that may not have exited the bus and, at the same time, assess any damage to seats caused by the students. Upon completion of an AM, Mid-Day, PM or field trip, driver shall utilize the electronic child check/reminder alarm system.

12.1. Additionally, this procedure shall take place any time the driver parks and leaves the vehicle at the parking location at the school or the Contractor or Private (parking lots) property.

12.2. Safe Riding and Evacuation Training

In accordance with California Code of Regulations, Title 5, §14102, the Contractor, in cooperation with the School, shall conduct school bus safety training and a front door evacuation at schools. The drills are to be conducted once per year, as in accordance with the State requirement. The dates, times and locations of evacuations shall be provided by the School's staff prior to the beginning of the training schedule.

12.3. Emergency Use of Equipment and Personnel

In the event of a local emergency the Contractor shall make the fleet available to appropriate public agency officials for evacuation and/or emergency transportation purposes. In the event of a local emergency, Contractor's personnel shall be designated as Disaster Service Workers and work under the direction of the School staff, or other Incident Commander assigned by the School.

APPENDICES

APPENDIX 1-A

Cover Sheet

FROM:

**BID RESPONDING TO BID # 2024-100
STUDENT TRANSPORTATION SERVICES
Home-to-School/Field Trips**

**DO NOT OPEN UNTIL
BID DUE DATE: 1:00 pm Friday March 29, 2024**

APPENDIX 1-B

Bid Response Page

BID NO. 2024-100

The undersigned agrees, if this Bid is accepted within sixty (60) days from March 29, 2024, or such other time set for receipt of Bids, to provide _____ as set forth herein, and in accordance with, the provisions of this Request for Bids.

Bidder Name: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Name of Authorized Signor: _____

Title of Authorized Signor: _____

Federal Tax ID#: _____

ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of amendments to this Request for Bids and has thoroughly examined any and all Addenda (if any) issued during the Bid period and are thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda).

ADDENDUM NO. _____ DATE RECEIVED _____

ADDENDUM NO. _____ DATE RECEIVED _____

ADDENDUM NO. _____ DATE RECEIVED _____

ADDENDUM NO. _____ DATE RECEIVED _____

Signature of Authorized Person: _____

Date of Bid: _____

Appendix 2-A

Bid Form

Home-to-School Transportation

July 1, 2024 through June 30, 2026

Bus Type & Capacity	Base Rate** (Included)	Rate 4 HR Base Rate per Day	Rate 6 HR Base Rate per Day	Rate for Excess Hours
Coach-Type Transit Buses 82 Passenger w/ seatbelts	4/6			

*Home-to-School Transportation shall include any route transporting a student to/from home/school, including after-school programs.

** The 4-Hour and 6-Hour rates are non-consecutive hours

Appendix 2-B**Bid Form****Field Trips*****Non-Conflict Rates****

Bus Type & Capacity	RATE per HOUR
Coach-Type Transit Buses 82 or more Passenger w/ seatbelts	

** Non-Conflict rates are defined as rates that apply to any trip taken on a school day with a departure time of after 9 a.m. and a return time before 1:45 p.m. (These rates do not apply to weekends, holidays and non-school days)*

Appendix 2-C

Bid Form

Field Trips

*Prime Rates**

Bus Type & Capacity	Rate 4 HR Base Rate per Day	Rate 6 HR Base Rate per Day	Rate for Excess Hours
Coach-Type Transit Buses 82 or more Passenger w/ seatbelts			

**Prime Rate is defined as any trip that starts or finishes outside the non-conflict times of 9 a.m. and 1:45 p.m.
The 4-Hour and 6-Hour are consecutive hours.*

Appendix 3

Bid Questionnaire

The following questionnaire is intended to assist MANZANITA PUBLIC CHARTER SCHOOL in evaluating your Bid Response. The information provided herein will be used to evaluate your qualifications to perform the work and services outlined. The questionnaire shall be filled out accurately and completely, **and submitted with your Bid.**

When completed, this questionnaire and the responses contained within it shall be considered to be a part of the Bid Response.

A. NATURE OF OPERATIONS

1. List the number of years that your agency has been in business.
2. List the names of all California school districts, non-public schools, or county superintendents of schools with whom your company is currently engaged in providing home-to-school transportation services.
3. List the names of all out-of-state school districts, non-public schools, or county superintendents of schools with whom your company is currently engaged in providing home-to-school transportation services.
4. List the names of all California and out-of-state school districts, non-public schools, or county superintendents of schools, currently being serviced by your company, that are of equal size to the school's program. For each of these schools, submit the name and phone number of a contact person who has immediate knowledge of your company's service and performance results.

B. TERMINAL MANAGEMENT

1. The School strongly believes that the individual holding the Operations Manager position is critical to the provision of consistent and high-quality transportation services. Please provide one or more resumes for staff that would be assigned to this Project as Operations Manager. The following points of information should be included in the resume or on a separate document:
 - a. Name and educational qualifications
 - b. Tenure with your company (in years)
 - c. Experience in related positions within your company or with other companies (in years)
 - d. Current and two (2) most recent previous positions, including the location (district) of the position, the position's title, a description of responsibilities including number of buses and/or drivers, and the dates in which the position was held.

2. Please provide the name(s) of those persons within your firm who would have immediate authority over the Operations Manager you propose in B.1 (above). In addition, list key staff members who may play an advisory role to the School's staff in the areas of (1) Operations, (2) Training and Personnel, (3) Safety, and (4) Maintenance. Please provide the following information for each of these persons:
 - a. Name and educational qualifications
 - b. Tenure with your company (in years)
 - c. Experience in related positions within your company or with other companies (in years)
 - d. Current and most recent previous position, including the location of the position, the position's title, a description of responsibilities, and the dates in which the position was held
3. Describe the training that is given to your Operations Manager.
4. Describe the training that your company customarily provides to your customer's local office staff.

C. DRIVER PERSONNEL

1. Describe how your company recruits drivers.
2. Describe the methods that your company uses to screen and select drivers from among the applicants.
3. Describe the criteria or standards your company uses, and for what reasons might you reject an applicant.
4. Describe the process to which you adhere that requires all terminal employees to be drug tested. If you have a written policy/procedure, please provide a copy.
5. Describe how your company checks driver applicant references.
6. Describe how your agency uses objective qualification and driver testing procedures (if any) and provide written procedures or samples of your company's testing materials.
7. Describe how the official driving records of all your applicant drivers are evaluated during the selection process.
8. Describe the current rate of annual turnover among drivers your company employs.
9. Describe your current, or proposed, training program for driver applicants who have no experience driving school buses. Please describe the program components and content of your training program. If available, please provide the following:
 - a. Length of the program (hours, days, months)
 - b. Number of hours in classroom
 - c. Number of hours behind-the-wheel

- d. Description of the components of the program and the number of hours devoted to each component.

10. Describe the qualifications that your company's driver trainers have.

11. Describe the student management training your company's drivers receive.

12. Describe your company's in-service driver training and re-training program. Please provide the outline or course of study (see Bid Specifications Section 7.4).

13. Describe your company's current, or proposed, driver motivation and discipline programs. Describe how the programs take into account, if at all, the following: safety, (1) absences, (2) tardiness, (3) on-time route performance, (4) unrestricted licenses, (5) tenure on the job, and (6) complaints and grievances.

D. TERMINAL STAFFING

1. Describe the proposed staffing levels for the proposed terminal providing services under this Bid. Describe position title/duties, number of staff members in each position, etc.

E. FLEET SURVEILLANCE

1. Describe, in sufficient detail, a proposed fleet surveillance system (and maintenance schedule) to support the School's determination that the proposed system adequately meets the School's expectations for functionality and reliability, if so selected.

F. SAFETY PROGRAM AND ACTIVITIES

1. Describe your established, continuing safety program (operation; contents; and requirements; # of hours required per year, per employee; etc.).
2. Describe how often your company holds safety meetings held and some of the topics covered.
3. Describe any established safety activities in which your company, or its key personnel, participates.
4. Describe the accident rates for school buses operated by your company in each of the three (3) most recent school years.

G. PREVENTIVE MAINTENANCE AND MECHANICAL REPAIR

1. Describe your scheduled preventive maintenance program for vehicle fleets which your company manages. Please provide samples of any checklists you use for each type of preventive maintenance program and describe below your methods of ensuring that each vehicle actually receives preventive maintenance within the scheduled interval.
2. Describe, other than the daily pre-trip by the driver, what methods of identifying defects in buses your company utilizes.
3. Describe the oversight systems your company has in place to ensure that serious safety-related defects are identified before a bus transports students.

4. Describe how your company ensures that identified defects are corrected in a logical order and within a reasonable time.
5. Describe your manpower or mechanic allotment schedule (number of buses per mechanic, etc.).
6. Describe the qualifications and experience requirements your company has for its mechanical personnel.

H. LOSS RATIO DATA

1. Provide your company's accident loss ratio and workers' compensation loss ratio for the past three (3) school years.

I. IMPLEMENTATION PLAN

1. Provide a plan and schedule for implementing and transitioning transportation services should your company be selected as the successful Bidder, with an **effective date of July 1, 2024, with service to begin in mid-August, 2024 and an anticipated notice of award in APRIL, 2024.** Your company's time schedule and plan should address:
 - a. Ordering/delivery of vehicles
 - b. Transitioning to the designated bus terminals/Terminals
 - c. Establishing support services for maintenance, fuel, employee interviews and training
 - d. Recruitment/relocation of management and supervisory personnel
 - e. Selection and training of drivers
 - f. Employee orientation

J. FLEET AND FLEET ADDITIONS & REDUCTIONS

1. Bidders are to submit a listing of the equipment that shall be used if awarded a Contract with the School. Information to be submitted shall include:
 - Vehicle manufacturer
 - Year and model
 - Passenger capacity
 - Engine and transmission type
 - Fuel type
 - New or used
 - Current mileage & condition
 - Brake type

2. Describe the percentage rate of adjustment for any additions or reductions to the Contractor's fleet.

K. OTHER INFORMATION

1. Describe the process by which you survey your customers, parents, and/or employees, and what your company does with the final results.
2. Describe how does/will your company handle unemployment compensation during winter break, spring break and summer break for drivers and other staff that are not used during these periods?

Name of Bidder

(Signature of Authorized Agent)

Title

Date

Appendix 5

Bid Bond

(\$10,000)

KNOW ALL PERSONS BY THESE PRESENTS that we, the undersigned, (hereafter called “Principal”), and _____ (hereafter called “Surety”), are hereby held and firmly bound unto THE MANZANITA PUBLIC CHARTER SCHOOL (School) in the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 2024_.

The condition of the above obligation is such that whereas the Principal has submitted to the School a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for providing Pupil Transportation Services for the MANZANITA PUBLIC CHARTER School

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a fully executed contract form within ten (10) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the call for Bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said contract, or the call for Bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the School and judgment is recovered, the Surety shall pay all costs incurred by the School in such suit, including without limitation, attorneys’ fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal)

By: _____
Principal's Signature

Typed or Printed Name:

Principal's Title

(Corporate Seal)

By: _____
Surety's Signature

Typed or Printed Name:

Surety's Title

(Attached Attorney in Fact Certificate)

By: _____

Surety's Name _____

Surety's Address _____

Surety's Phone Number _____

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California if different from above)

(Telephone Number of Surety and agent or representative for service of process in California)

Appendix 6

Form of Required Contract

[Attached]

Manzanita Governance Board

Unadopted Minutes

JANUARY 17, 2024

Regular Board Meeting

Governance Board Members

Chairman	Arleen Pelster
Vice Chairman	Krishna Flores
Secretary	Eli Villanueva
Treasurer	Monique Mangino
Member	Beth Chi

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 Boulevard, Vandenberg Space Force Base, CA 93437 on January 17, 2024 at 3:30 pm and will also be held via teleconference.

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: 3:30 PM
 Pledge of Allegiance
 Establish Quorum 4/5 (Eli Villanueva – Absent)
 Opening Comments/Introductions/Welcome Guests
- 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, VSFB, 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) Presentation

Haley Pederson – Outdoor Education Teacher

D) Reports

1. Superintendent's Report

- a. Enrollment Report (Attachment A)
- b. Prop 51/PSMI Update
- c. Material Revision Timeline Update
- d. State Legislative Update
- e. Board Teleconference Meetings (Attachment B)

2. Interim Principal's Report

- a. Expanded Learning Opportunity Program (ELOP) during Winter Break with YMCA
- b. NED Growth Mindset Assembly

3. Vandenberg Space Force Base Report

Crystal Adams - School Liaison

E) Consent Agenda Items

Motion: Beth Chi Second: Krishna Flores Vote: 4/5 (Eli Villanueva – Absent)

1. Approval of the December 13, 2023 Minutes of the Regular Board Meeting (Attachment C)
2. Approval of Check detail, Deposit Detail and Unpaid Bills (Attachment D)
3. Approval of the 2024-2025 School Calendar (Attachment E)
4. Approval of the Annual Financial Audit for the 2022-2023 Fiscal Year (Handout 1)
5. Approval of the Expanded Learning Opportunity Program (ELOP) Addendum with the YMCA (Attachment F)
6. Approval of the School Accountability Report Card (SARC) (Attachment G)

F) Items Scheduled for Information and Discussion

1. Delta Management Solutions (DMS) Monthly Update to the Board (Attachment H)
2. 2022-2023 School Achievement Results (Suzanne Nicastro) (Kat Franson) (Attachment I)
3. One-Year Reflection/Summary of Superintended Role (Suzanne Nicastro) (Attachment J)

G) Items Scheduled for Action/Consideration

None.

H) Future Agenda Items

1. Local Control and Accountability Plan (LCAP)
2. School Food Authority Application

D) Next Meeting

The next scheduled meeting of the Governance Board will be held on Wednesday, February 14, 2024 at 3:30 PM in the Manzanita Public Charter School Staff Lounge.

J) Adjournment

Time: 4:30 PM

Manzanita Public Charter School: Warrant Report - 12/01/23-12/31/2023

Check Number	Check Date	Vendor Name	Invoice Number	Invoice/remit description	Check Amount
1069	12/11/2023	Grocery Outlet	1069	Petty Cash	600.00
1070	12/11/2023	Radasweets	1070	Winter wonderland event-bunt cakes	300.00
1071	12/11/2023	Engie Torres	1071	Winter wonderland tamales	750.00
2813	12/8/2023	Punchout Amazon	13R1-FH9D-C6X6	Invoice for PO#-538 Lollie pops for drills	358.90
2813	12/8/2023	Punchout Amazon	1F6C-C173-99D4	Invoice for PO#-536 Manny's Magical Workshop	1,733.97
2814	12/8/2023	Aramark	5020433307	Invoice for PO#-550 Aramark	61.90
2815	12/8/2023	Delta Managed Solutions	MPCS 12-23	DMS December 2023 Business services	11,153.01
2816	12/8/2023	Diverse Pest Management Inc.	27796	November 2023 Services	1,500.00
2817	12/8/2023	EdFiles	906615	Record retention/mgnmt. software monthly subscription	349.00
2818	12/8/2023	Ferguson Facilities Supply	WH967477	Reg. toilet cvr 1/2 fold	96.95
2819	12/8/2023	Lanspeed	56887	Invoice for PO#-556 Sophos Renewal	3,315.50
2819	12/8/2023	Lanspeed	56928	Monthly billing for December 2023	2,500.00
2819	12/8/2023	Lanspeed	56929	Monthly billing for December 2023-Sophos	81.00
2820	12/8/2023	Punchout Office Depot	335796902001	Invoice for PO#-531 Board Name badges	120.59
2820	12/8/2023	Punchout Office Depot	335796917001	Invoice for PO#-531 Board Name badges	60.30
2821	12/8/2023	SBCEO Santa Barbara County Education Office Communications	19C24-00081	Invoice for PO#-547 Print Shop	792.27
2822	12/8/2023	Scholastic Inc	54808560	Invoice for PO#-539 Ranney/Guthrie Book set	195.87
2823	12/8/2023	State of California Department of Justice	694703	Fingerprint October 2023	64.00
2824	12/8/2023	Threshold	1449010	Invoice for PO#-553 Visitor badges	162.32
2825	12/8/2023	STA West Region	5202108	Invoice for PO#-562 Aug Busing	53,435.20
2825	12/8/2023	STA West Region	5202109	Invoice for PO#-561 Sept Busing	76,336.00
2825	12/8/2023	STA West Region	5202110	Invoice for PO#-560 Oct Busing	80,152.80
2825	12/8/2023	STA West Region	5202111	Invoice for PO#-559 Nov busing	61,068.80
2825	12/8/2023	STA West Region	70216652	Invoice for PO#-564 End of Year FT 2023	919.56
2825	12/8/2023	STA West Region	70232970	Invoice for PO#-565 Oct FT	2,377.83
2825	12/8/2023	STA West Region	70236341	Invoice for PO#-563 Surf Beach FT	360.59
2828	12/15/2023	Allie Sims	120723-Reimb AS	Reimbursement for Turkey Trot	95.84
2829	12/15/2023	Punchout Amazon	11D3-Y9RF-6TYF	Invoice for PO#-548 Winter Wonderland door decorating	143.90
2829	12/15/2023	Punchout Amazon	11M9-DH43-QGHQ	Invoice for PO#-552 Klinedinst	21.74
2829	12/15/2023	Punchout Amazon	13PG-P3N7-DR4V	Invoice for PO#-551 ELOP	32.60
2829	12/15/2023	Punchout Amazon	19KQ-MKVN-JM77	Invoice for PO#-548 Winter Wonderland door decorating	43.36
2830	12/15/2023	Aramark	5020443396	Bar Mop Ribbed/Laundry Bag/Service Charge	73.59
2831	12/15/2023	Big Green Cleaning Company	637836	Janitorial services December 2023	1,530.00
2832	12/15/2023	Charter Schools Development Center	23788	1 Year CSDC membership	1,377.00
2833	12/15/2023	Custom Ink	68938900	Invoice for PO#-494 Robitics T-shirts	364.23
2834	12/15/2023	Ferguson Facilities Supply	9217769	Invoice for PO#-557 Maint Supplies	503.34
2834	12/15/2023	Ferguson Facilities Supply	9218505	Invoice for PO#-557 Maint Supplies	751.11
2834	12/15/2023	Ferguson Facilities Supply	9218584	Invoice for PO#-557 Maint Supplies	263.34
2835	12/15/2023	Frontier Communications	062408-112823	Services for 112823-122723	67.47
2836	12/15/2023	Innovative School Solutions, Inc.	MPS187	Invoice for PO#-566 Oasis	700.00
2837	12/15/2023	Jenny Klinedinst	120723-Reimb JK	Reimbursement for winter wonderland	437.02
2838	12/15/2023	Newsela, Inc.	INV36329	Invoice for PO#-558 Newsela	2,250.00
2839	12/15/2023	Punchout Staples	8072467167	Invoice for PO#-555 construction paper	76.50
2839	12/15/2023	Punchout Staples	8072542630	Invoice for PO#-571 bob's printer ink	75.03
2840	12/15/2023	VISA	1313-112723	Acct #1313 Suzannne N. Supplies	3,884.74
2841	12/15/2023	VISA	4121-112723	ACCT#4121 Anthony Account S. Supplies	425.61
2842	12/15/2023	VISA	7179-112723	ACCT#7179 Joanne J. Supplies	1,504.56
2843	12/15/2023	Wells Fargo Financial Leasing Inc.	5027631746	Canon copier monthly charge 112023-121923	1,355.04
2845	12/21/2023	CSM Consulting, Inc.	16870	E-Rate installment for July/Aug/Sept 2023	625.00
2846	12/21/2023	Environmental Health Services	PR0166966E-112923	School dining facilities	585.00
2847	12/21/2023	Ferguson Facilities Supply	9218505-1	Invoice for PO#-557 Maint Supplies	1,074.61
2848	12/21/2023	Kate Busarow	121523-Reimb KB	Reimb. for candy grams	108.54
2849	12/21/2023	Katherine Franson	121523-Reimb KF	Reimb. for winter wonderland	351.69

Manzanita Public Charter School: Warrant Report - 12/01/23-12/31/2023

Check Number	Check Date	Vendor Name	Invoice Number	Invoice/remit description	Check Amount
2850	12/21/2023	Lakeshore	764132120823	Invoice for PO#-567 Lakeshore - SPED	90.82
2851	12/21/2023	Nasco	541806	Invoice for PO#-546 Art Supplies	61.62
2852	12/21/2023	Scholastic Book Fairs - 10	W5433039BF	Book fair sales	567.17
2857	12/27/2023	Punchout Amazon	1KW3-D6TN-6YVT	Invoice for PO#-570 Lunch room item	14.13
2857	12/27/2023	Punchout Amazon	1PFW-C7CP-1WNT	Invoice for PO#-573 VGA Adaptors for MacBook Airs	39.12
2858	12/27/2023	Eide Bailly LLP	EI01602415	Invoice for REQ# 24-87 Auditors	10,900.00
2859	12/27/2023	Nasco	545343	Invoice for PO#-546 Art Supplies	43.79
Report Total					<u>329,283.87</u>



991 Mountain View Blvd,
Vandenberg AFB, CA 93437
(805) 734-5600 ~ FAX (805) 734-3572
www.manzanitacharterschool.com
"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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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 administrators. 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. MPCS'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. MPCS 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 **certificated** 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.

Classified 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 classified staff:

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Veteran's 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.

MPCS offers six (6) paid holidays to all classified employees. The following holidays will be observed as paid holidays for all classified staff:

New Years Eve Day
New Years Day
Thanksgiving Day
The day after Thanksgiving
Christmas Eve
Christmas 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.

Loss Leave

In order to qualify for Loss Leave the employee who would have been a parent if the reproductive event had been successful is entitled to a reproductive leave. Reproductive loss event includes miscarriage (including suffered by surrogate) stillbirth, unsuccessful assisted reproduction, failed surrogacy or failed adoption. Employee must be employed for 30 days prior to starting leave. Employee is entitled to 5 unpaid days with maximum leave period is 20 days within a 12-month period. Days do not have to be taken consecutive. Leave must be completed within 3 months of reproductive loss event, unless employee is on or chooses to take another leave entitlement such as California Family Rights Act, and then reproductive loss leave must be taken 3 months of the end date of the other leave. Employee can use existing employer paid time off (sick leave).

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~~ **forty (40)** 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)~~ **five (5)** 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:

DATE: _____

SENT TO:

PAYROLL

HR

PERSONNEL FILE

APPENDIX D



991 Mountain View Blvd,
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"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

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.



Manzanita Public Charter School

DMS Monthly Update

Actuals through: December 31, 2023



**Manzanita Public Charter School
Monthly Financial Update**

2023-24

SUMMARY NARRATIVE

Revenue	As of this report, 50% of the year has passed, and 47.26% of the overall projected revenue has been recorded. Revenues do not consistently flow in throughout the year. They are, however, beginning to catch up.
Expenses	Expenses are trending at 45.06% overall. Currently, this does not present a concern as some expenses can oftentimes be front-loaded at the beginning of the year. Also, commonly, vendor payments may be delayed, resulting in uneven expense flow. We will closely monitor expenses and assist with modifications, if any, to the Second Interim Budget.
Cash & Reserves	<ol style="list-style-type: none"> 1. As of this report, operating cash rests at \$3.8M. This offers significant balances to carry out operations should economic uncertainty arise. 2. The governor's January 2024 Budget Presentation covered a number of topics. Most notable is the .76 COLA for FY 25 and intentions to tap the State's emergency fund to help close the deficit gaps.
Additional Comments	The Manzanita Public Charter School (MPCS) continues to demonstrate fiscal stability and is projected to meet all obligations as scheduled. DMS and MPCS's management continue to monitor the political and economic landscape to anticipate potential impacts on the schools.

**Manzanita Public Charter School
2023-24 DMS Monthly Update
Summary**

Budget vs Actuals	First Interim	Actuals 12/31/2023	% of Budget
Revenues			
LCFF State Revenue	5,233,318	2,349,908	44.90%
Federal Revenues	299,424	95,447	31.88%
Other State Revenues	822,409	398,834	48.50%
Local Revenue	18,000	167,580	931.00%
TTL Revenues	6,373,151	3,011,769	47.26%
Expenditures			
Certificated Salaries	2,939,774	1,401,911	47.69%
Classified Salaries	651,065	354,581	54.46%
Benefits	1,123,838	472,188	42.02%
Books & Supplies	272,329	161,375	59.26%
Services & Operations	1,414,165	491,359	34.75%
Other Outgo	-	3,224	0.00%
Total Expenditures	6,401,171	2,884,637	45.06%
Operating Income/(Loss)	-28,020	127,132	% of Year 50%

Key Notes:

Revenues do not consistently flow in throughout the year. They are, however, expected to catch up in the mid-late fiscal year. See page 4-5 key performance indicators highlighted yellow. These highlights are intended to bring visibility to categories that are outpacing expectations.

**Manzanita Public Charter School
Budget vs Actual Detail**

Attachment F

Budget vs Actuals	Object	Description	July Budget	Actuals 12/31/2023	% of Budget
Revenue					
LCFF Revenue					
	8011	8011	2,626,436.00	1,178,841.00	45%
	8012	8012	1,373,308.00	650,318.00	47%
	8096	8096	1,233,574.00	520,749.00	42%
Total LCFF Revenue			5,233,318.00	2,349,908.00	45%
Federal Revenue					
	8181	8181	62,359.00	-	0%
	8290	8290	237,065.00	95,447.12	40%
Total Federal Revenue			299,424.00	95,447.12	32%
Other State Revenue					
	8311	8311	243,232.00	106,777.00	44%
	8550	8550	8,431.00	8,391.00	100%
	8560	8560	109,257.00	38,971.80	36%
	8565	8565	-	37,974.38	0%
	8590	8590	461,488.82	206,720.00	45%
Total Other State Revenue			822,408.82	398,834.18	48%
Local Revenue					
	8660	8660	12,000.00	18,194.05	152%
	8698	8698	-	43,801.43	0%
	8699	8699	6,000.00	105,584.07	1760%
Total Local Revenue			18,000.00	167,579.55	931%
Total Revenue			6,373,150.82	3,011,768.85	47%
Expenditures					
Certificated Compensation					
	1100	1100	2,220,098.09	1,066,983.94	48%
	1140	1140	61,360.00	10,625.00	17%
	1150	1150	49,638.07	19,439.87	39%
	1200	1200	254,042.88	118,216.40	47%
	1250	1250	-	681.80	0%
	1300	1300	354,635.15	173,152.42	49%
	1350	1350	-	12,811.61	0%
Total Certificated Compensation			2,939,774.19	1,401,911.04	48%
Classified Compensation					
	2100	2100	237,979.79	127,869.14	54%
	2140	2140	-	2,536.69	0%
	2150	2150	-	1,131.80	0%
	2200	2200	157,153.71	46,728.97	30%
	2250	2250	3,000.00	-	0%
	2300	2300	-	42,607.25	0%
	2350	2350	-	6,725.00	0%

Manzanita Public Charter School

Attachment F

Budget vs Actual Detail

	2400	2400	247,031.16	123,532.96	50%
	2450	2450	5,900.00	3,449.21	58%
Total Classified Compensation			651,064.66	354,581.02	54%
Employee Benefits					
	3101	3101	561,496.87	228,992.41	41%
	3202	3202	65,106.45	-	0%
	3301	3301	92,433.19	46,987.15	51%
	3401	3401	308,050.29	132,366.92	43%
	3402	3402	58,329.00	29,394.40	50%
	3501	3501	1,795.41	844.59	47%
	3601	3601	29,985.69	13,604.35	45%
	3602	3602	6,640.85	3,433.10	52%
	3902	3902	-	16,565.09	0%
Total Employee Benefits			1,123,837.75	472,188.01	42%
Books, Materials, & Supplies					
	4100	4100	-	13,167.12	
	4200	4200	-	9,278.32	
	4301	4301	-	53,128.18	
	4302	4302	-	18,799.08	
	4303	4303	-	8,706.02	
	4304	4304	-	237.97	
	4310	4310	203,329.00	-	0%
	4400	4400	69,000.00	13,689.60	20%
	4405	4405	-	41,460.55	
	4410	4410	-	2,651.25	
	4415	4415	-	256.55	
Total Books, Materials, & Supplies			272,329.00	161,374.64	59%
Services & Other Operating Costs					
	5105	5105	-	7,386.02	
	5200	5200	29,000.00	-	0%
	5201	5201	-	738.44	
	5202	5202	-	3,586.00	
	5203	5203	-	200.59	
	5300	5300	-	4,308.50	
	5400	5400	35,000.00	22,012.90	63%
	5500	5500	75,000.00	-	0%
	5502	5502	-	756.28	
	5511	5511	-	739.78	
	5512	5512	-	4,492.81	
	5514	5514	-	360.00	
	5540	5540	-	9,953.98	
	5601	5601	-	4,849.25	
	5603	5603	-	10,681.19	
	5610	5610	36,500.00	9,152.86	25%
	5800	5800	173,000.00	585.00	0%
	5801	5801	-	15,000.00	
	5802	5802	-	10,900.00	
	5803	5803	-	2,988.00	
	5804	5804	-	11,812.83	
	5805	5805	-	1,393.00	
	5806	5806	-	17,822.00	
	5811	5811	-	8,050.00	

Reclass

Reclass

Reclass

Reclass

Manzanita Public Charter School

Attachment F

Budget vs Actual Detail

	5813	5813	746,329.52	270,992.80	36%
	5819	5819	-	5,227.99	
	5820	5820	20,000.00	-	0%
	5825	5825	133,836.17	63,242.19	47%
	5850	5850	156,999.54	-	0%
	5860	5860	-	301.42	0%
	5900	5900	8,500.00	3,824.81	45%
Total Services & Other Operating Costs			1,414,165.23	491,358.64	35%
Capital Expenditures					
Total Capital Expenditures			-	-	
Other Outgo					
	7141	7141	-	3,224.00	
Total Other Outgo			-	3,224.00	
Total Expenditures			6,401,170.83	2,884,637.35	45%
Operating Income/(Loss)			(28,020.01)	127,131.50	50%

YTD Passed

Calendaring	11/6/2023	11:15 AM - 12:15 PM	This meeting already took place.
Administration		-	These meetings are Zoom calls where we discuss LCAP progress.
Administration		-	
Certificated	1/24/2024	1:00 PM - 2:00 PM	These are the main stakeholder meeting designed to get stakeholder input for next year's plan. The meetings should include members of all stakeholder groups. They will likely be separate meetings for each group.
Classified	1/24/2024	9:00 AM - 10:00 AM	
Students	1/25/2024	1:45 PM - 2:45 PM	
Parent / Comm	1/25/2024	4:30 PM - 5:30 PM	
LCAP Update	1/24/2024	2:00 PM - 3:00 PM	This meeting should include members of the leadership team as well as representatives from all stakeholder groups. The purpose of this meeting is to review the actions in this year's LCAP and get feedback from the various groups to use in the LCAP Annual Update Supplement. Participants will be divided into groups. Each group will be assigned to provide feedback on specific actions from the previous year's LCAP. The groups enter this feedback into the ESE LCAP
Participation Tool		-	
LCAP Committee 1	3/28/2024	4:30 PM - 5:30 PM	The LCAP Committee should have representation from all stakeholder groups. We use the SSC and DELAC and have both meet together. It is crucial that the DELAC be a part of this meeting.
DELAC 1		-	
LCAP Committee 2	4/25/2024	4:30 PM - 5:30 PM	This is a follow up on the previous LCAP Committee / DELAC meeting. Same things apply.
DELAC 2			
SELPA		-	I will schedule this at a later date with the SELPA.
Date of Hearing	5/8/2024	3:30 PM - 4:30 PM	
Date of Approval	6/19/2024	3:30 PM - 4:30 PM	

LCAP Executive Summary

2023-24



California's SB 114 requires that all local educational agencies (LEAs) submit an *LCAP Mid-Year Report* to the board before 2/28 of each year. SB 114 requires this report to include the following:

- (i) All available midyear outcome data related to metrics identified in the current year's LCAP
- (ii) All available midyear implementation data on all actions identified in the current year's LCAP
- (iii) All available midyear expenditure data on all actions identified in the current year's LCAP

- Page 1 - Cover Page
- Page 2 - Available mid-year outcome data related to metrics
- Page 3 - Mid-year expenditure and implementation data on all actions

	Baseline Yr	Previous Yr	Recent Data	Target (yr 3)
4.A.1: Increase the % meeting standard on CAASPP ELA to	45.3%	48.4%	53.6%	65%
4.A.2: Increase the % meeting standard on CAASPP Math to	38.5%	35.4%	40.8%	60%
4.H: Maintain the % of English Learner Progress (CA Dashboard, Status) above	60.0%	30.0%	51.8%	43%
5.B: Decrease the % on Chronic absenteeism rate (CA Dashboard, Status) to	8.3%	21.6%	13.8%	2.5%
6.A: Maintain the % on Suspension rate (CA Dashboard, Status) below	3.4%	1.5%	0.8%	0.9%
6.B: Maintain the % on Expulsion rate at	0%	0%	0%	0%

Action ID	Main Action	Budgeted	Estimated Actual	Diff
01.01:	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	\$263,030	\$7,136
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	
01.02:	Provide all students identified for intervention with targeted strategies for support	\$181,534	\$191,210	\$9,676
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	
01.03:	Implement a summer sports enrichment program for Grades K-6 students focusing on the LEA's low-income student population	\$40,000	\$40,800	\$800
			<input type="radio"/> Not Started <input type="radio"/> In Progress <input checked="" type="radio"/> Completed	
01.04:	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	\$359,620	-\$13,840
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	
01.05:	Provide translation support and access to community/school/district resources through 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	\$108,340	-\$3,660
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	
01.06:	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	\$61,360	\$2,360
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	
01.07:	The LEA will offer after school, targeted math instruction for SED, EL, and SpEd scholars	\$128,000	\$121,600	-\$6,400
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	
01.08:	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, 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	\$109,448	\$105,730	-\$3,718
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	

Action ID	Main Action	Budgeted	Estimated Actual	Diff
01.09:	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	\$41,710	-\$1,490
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	
01.10:	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	\$12,000	\$11,760	-\$240
			<input checked="" type="radio"/> Not Started <input type="radio"/> In Progress <input type="radio"/> Completed	
01.11:	Principal and EL Coordinator will provide and/or coordinate ongoing professional 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.	\$38,650	\$37,050	-\$1,600
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	
01.12:	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	\$225,000	\$231,750	\$6,750
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	
01.13:	Principal or EI 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	\$19,200	-\$800
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	
01.14:	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	\$10,400	\$400
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	
01.15:	School Principal will work with instructional staff on creating a school-wide Homework policy which aligns with educational best practices and implements homework policy for the 2023-24 school year.	\$0	\$0	\$0
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	

Action ID	Main Action	Budgeted	Estimated Actual	Diff
<u>01.16:</u>	Site administration, TOSA, and Intervention team will work with instructional staff on PD trainings around the organization, implementation, and classroom delivery of the new Benchmark Curriculum.	\$105,000	\$99,750	-\$5,250
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	
<u>02.01:</u>	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. The MPCS Maintenance Team will continue to	\$73,500	\$76,220	\$2,720
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	
<u>02.02:</u>	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	\$9,000	\$0
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	
<u>02.03:</u>	Utilize the DESSA screener to determine scholar social emotional needs	\$23,750	\$23,240	-\$510
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	
<u>02.04:</u>	Maintain mental health services for scholars with licensed, school counselor position	\$84,870	\$83,360	-\$1,510
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	
<u>02.05:</u>	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	\$2,500	\$0
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	
<u>02.06:</u>	Creation of a full-time school psychologist role to assist SPED families with coordination of community-wide support services.	\$40,000	\$42,400	\$2,400
			<input type="radio"/> Not Started <input type="radio"/> In Progress <input checked="" type="radio"/> Completed	
<u>02.07:</u>	Invest in a school-wide camera surveillance system as a monitoring tool for staff and student behavior as well as campus visitors.	\$10,000	\$9,800	-\$200
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	

Action ID	Main Action	Budgeted	Estimated Actual	Diff
<u>02.08:</u>	Maintaining state licensure in the areas of health and safety contribute to scholar and staff well-being	\$3,000	\$3,000	\$0
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	
<u>02.09:</u>	Continue school/teacher/parent access to Parent Square	\$2,500	\$2,500	\$0
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	
<u>02.10:</u>	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	\$28,000	\$28,780	\$780
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	
<u>02.11:</u>	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 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,	\$0	\$0	\$0
			<input type="radio"/> Not Started <input type="radio"/> In Progress <input checked="" type="radio"/> Completed	
<u>02.12:</u>	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	\$10,200	\$200
			<input type="radio"/> Not Started <input type="radio"/> In Progress <input checked="" type="radio"/> Completed	
<u>02.13:</u>	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.	\$0	\$0	\$0
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	
<u>02.14:</u>	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.	\$0	\$0	\$0
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	

Action ID	Main Action	Budgeted	Estimated Actual	Diff
<u>02.16:</u>	Implement a front office safety system (Raptor Technologies) which allows for real-time background checks for all visitors as well as a coordination of in-house safety communication, procedures, and drills.	\$10,000	\$9,900	-\$100
			<input type="radio"/> Not Started <input type="radio"/> In Progress <input checked="" type="radio"/> Completed	
<u>02.17:</u>	The Principal and Assistant Principal will review and define school uniform policy and communicate decisions to parent community. Free school uniforms will be available based on economic need.	\$2,500	\$2,500	\$0
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	
<u>02.18:</u>	The Assistant Principal will build and deliver a "See Something, Say Something" safety campaign for the campus. This campaign will include posters, assemblies, and other 'swag' for messaging.	\$5,000	\$5,000	\$0
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	
<u>03.01:</u>	Provide new and experienced teachers with high level coaching support on a weekly basis	\$114,475	\$110,370	-\$4,105
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	
<u>03.02:</u>	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. 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	\$56,600	\$55,030	-\$1,570
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	
<u>03.03:</u>	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	\$22,880	\$1,380
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	
<u>03.04:</u>	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	\$0	\$0
			<input checked="" type="radio"/> Not Started <input type="radio"/> In Progress <input type="radio"/> Completed	
<u>03.05:</u>	The LEA will provide all classified office staff with high quality training applicable to their work tasks to increase efficiency and confidence	\$8,400	\$8,400	\$0
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	
<u>03.06:</u>	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 in order to remain a 'student centered' school culture.	\$600	\$600	\$0
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	

Action ID	Main Action	Budgeted	Estimated Actual	Diff
<u>03.07</u> :	The Maintenance team will participate in a 30 hour safety certification training	\$5,000	\$5,000	\$0
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	
<u>03.08</u> :	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	\$7,500	\$0
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	
<u>03.09</u> :	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	\$4,000	\$0
			<input type="radio"/> Not Started <input checked="" type="radio"/> In Progress <input type="radio"/> Completed	