



991 Mountain View Blvd.  
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## Superintendent's Enrollment Report

DATE OF MEETING: WEDNESDAY, APRIL 10, 2024

	August	September	October	November	December	January	February	March	April	May	June
Transitional Kinder	23	24	23	23	23	23	23	23	23		
Kinder	69	71	71	71	71	70	70	71	70		
First	54	54	54	54	54	54	54	54	54		
Second	49	52	53	53	53	52	53	53	53		
Third	78	78	77	77	77	76	76	76	73		
Fourth	52	52	52	52	52	52	52	52	52		
Fifth	65	64	65	65	65	65	65	65	64		
Sixth	64	64	64	64	64	64	64	64	64		
TOTAL	454	459	459	459	459	456	457	458	453		

# Manzanita Governance Board

# Unadopted Minutes

MARCH 13, 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 Blvd, Vandenberg Space Force Base, CA 93437 on March 13, 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 5/5  
 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) Presentations

Jason Larsh – Transitional Kinder Centers

D) Reports

1. Superintendent's Report

- a. Enrollment Report (Attachment A)
- b. Prop 51/PSMI Update
- c. Bus Transportation Update
- d. National School Lunch Program (NSLP)/Child Nutrition Information and Payment System (CNIPS) Update
- e. Grade 7<sup>th</sup> and 8<sup>th</sup> Update  
Lompoc Unified School District will vote on March 19, 2024 on the Material Revision.
- f. Conflict of Interest (Form 700) Annual Filing Deadline: April 3, 2024

2. Interim Principal's Report

- a. Scholar LED Conferences
- b. Scholarly Pursuits Assembly
- c. Talent Show Auditions
- d. Literacy Night
- e. WIN Time Progress Data

3. Vandenberg Space Force Base Report

Crystal Adams - School Liaison

E) Consent Agenda Items

Motion: Eli Villanueva

Second: Beth Chi

Vote: 5/5

1. Approval of the February 14, 2024 Minutes of the Regular Board Meeting (Attachment B)
2. Approval of the February 29, 2024 Minutes of the Special Board Meeting (Attachment C)
3. Approval of Check Detail, Deposit Detail and Unpaid Bills (Attachment D)
4. Approval of the 2024-2025 Instructional Minutes (Attachment E)
5. Approval of the Manzanita Public Charter School Safety Plan (Plan adopted by the School Site Council Team on 02/29/2024)

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

1. Delta Management Solutions (DMS) Monthly Update to the Board (Candice Phillips)
2. ~~Local Control and Accountability Plan (LCAP) Progress (Matthew Stowell)~~  
Tabled; will present at the April 10, 2024 meeting.

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

1. Discussion and Approval of 2<sup>nd</sup> Interim Budget (Attachment F) (Candice Phillips)  
Motion: Monique Mangino Second: Eli Villanueva Vote: 5/5
2. Discussion and Approval of the Manzanita Public Charter School Governance Board Meeting Dates for 2024-2025 (Attachment G) (Suzanne Nicastro)  
Motion: Beth Chi Second: Krishna Flores Vote: 5/5

**H) Future Agenda Items**

1. Single School Plan

**D) Adjourn to Closed Session Time: 5:23 PM**

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

1. Conference with Legal Counsel Anticipated Litigation Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9. (One case)

**J) Reconvene to Open Session Time: 5:52 PM**

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

**L) Next Meeting**

The next scheduled meeting of the Governance Board will be held on Wednesday, April 10, 2024 at 3:30 PM in the Manzanita Public Charter School Staff Lounge.  
Time was changed to 2:30 PM.

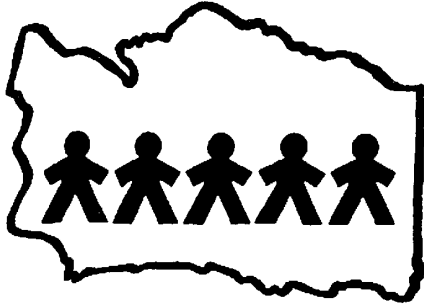
**M) Adjournment Time: 5:52 PM**

## Manzanita Public Charter School: Warrant Report - 020124-022924

Check Number	Check Date	Vendor Name	Invoice Number	Invoice/remit description	Check Amount
1073	2/14/2024	All For KIDZ	1073	YoYos	3,926.00
2889	2/2/2024	Punchout Amazon	1CMT-HLJ1-9PVP	Invoice for PO#-589 HDMI VGA to USBC adaptor	44.01
2889	2/2/2024	Punchout Amazon	1G3T-KLQK-JN4K	Invoice for PO#-599 New Printer for 8A	95.69
2889	2/2/2024	Punchout Amazon	1PHK-3YPP-LCTX	Invoice for PO#-592 Books for Beth	59.89
2890	2/2/2024	Big Green Cleaning Company	639499	Invoice for PO#-595 Jan janitorial services	2,295.00
2891	2/2/2024	CSM Consulting, Inc.	17213	Invoice for PO#-598 CSM	625.00
2892	2/2/2024	Delta Managed Solutions	MPCS 02-24	DMS February 2024 Business services	13,190.32
2893	2/2/2024	Diverse Pest Management Inc.	27935	Invoice for REQ# 24-107 Diverse Pest	1,500.00
2894	2/2/2024	Ferguson Facilities Supply	9616740	Invoice for PO#-591 Maint Supplies	2,029.63
2894	2/2/2024	Ferguson Facilities Supply	9616758	Invoice for PO#-591 Maint Supplies	2,552.00
2895	2/2/2024	Channel Islands Young Mens's Christian Association	000001	Invoice for PO#-596 YMCA DEC ELOP	15,953.91
2895	2/2/2024	Channel Islands Young Mens's Christian Association	000002	Invoice for PO#-597 YMCA JAN ELOP	14,167.91
2896	2/2/2024	Punchout Office Depot	349844997001	Invoice for PO#-584 Vendor Punchout Order	54.95
2896	2/2/2024	Punchout Office Depot	350312200001	Invoice for PO#-583 Vendor Punchout Order	286.65
2897	2/2/2024	SBCEO Santa Barbara County Education Office Communications	19C24-00101	Invoice for REQ# 24-100 Print Shop	958.67
2898	2/2/2024	STA West Region	5202112	Invoice for PO#-594 Dec 2023 Busing	45,030.55
2903	2/9/2024	State of California	MCS2222024SLHD	Invoice for PO#-621 La Purisima Mission Field Trip	116.00
2904	2/14/2024	Punchout Amazon	1D69-TGXR-NRP9	Invoice for PO#-608 bags for ice	18.15
2905	2/14/2024	Big Green Cleaning Company	641444	Invoice for PO#-618 Big Green Feb	2,785.00
2906	2/14/2024	Box Shop	9619	Fingerprints scan	30.00
2907	2/14/2024	Children's Creative Project	1	Invoice for PO#-574 ELOP Program	53,880.07
2908	2/14/2024	Frontier Communications	062408-012824	Invoice for PO#-617 Frontier	67.61
2909	2/14/2024	Innovative School Solutions, Inc.	MPS189	Invoice for PO#-619 Oasis	700.00
2910	2/14/2024	Punchout Office Depot	351030482001	Invoice for PO#-600 Office supplies	80.93
2911	2/14/2024	VISA	1313-012824	Acct #1313 Suzanne N. Supplies	266.66
2912	2/14/2024	VISA	4121-012824	ACCT#4121 Anthony Account S. Supplies	838.03
2914	2/14/2024	Wells Fargo Financial Leasing Inc.	5028404057	Invoice for PO#-616 Copier Lease	2,834.22
2916	2/22/2024	Advanced Cable Systems	18688	Invoice for PO#-630 Advanced Cable Systems	315.00
2917	2/22/2024	Punchout Amazon	179Q-G9MC-1QVD	Invoice for PO#-623 Aladdin props	21.70
2917	2/22/2024	Punchout Amazon	199K-QRQV-9VQP	Invoice for PO#-615 Literacy Night	14.08
2917	2/22/2024	Punchout Amazon	199KQRQV-96H1	Invoice for PO#-614 Literacy Night	154.66
2917	2/22/2024	Punchout Amazon	19HD-PWKX-RDKM	Invoice for PO#-622 Aladdin Play props	96.78
2917	2/22/2024	Punchout Amazon	1C36-VPM3-LR3Y	Invoice for PO#-620 Patriotic Wall items	18.16
2918	2/22/2024	Aramark	5020493203	Invoice for REQ# 24-113 Aramark	64.30
2919	2/22/2024	Ferguson Facilities Supply	WH012121	Invoice for REQ# 24-126 Ferguson	200.39
2919	2/22/2024	Ferguson Facilities Supply	WT012141	Invoice for REQ# 24-126 Ferguson	129.24
2920	2/22/2024	Punchout Office Depot	346160587001	Invoice for PO#-575 Office Supplies	343.38
2920	2/22/2024	Punchout Office Depot	352415922001	Invoice for PO#-610 office supplies	139.82
2921	2/22/2024	SBCEO Santa Barbara County Education Office Communications	19C24-00107	Invoice for PO#-625 County Prints January	519.62
2922	2/22/2024	State of California Department of Justice	714113	Invoice for PO#-631 DOJ	32.00
2923	2/22/2024	STA West Region	5202113	Invoice for PO#-629 STA Jan bussing	67,322.20
2923	2/22/2024	STA West Region	70236344	Invoice for PO#-627 STA Feild trip	1,006.10
2923	2/22/2024	STA West Region	70238013	Invoice for PO#-628 STA Field Trip	156.78
2925	2/23/2024	Punchout Amazon	19H3-GCVC-F4CQ	Invoice for PO#-602 Kindness week supplies	84.78
2925	2/23/2024	Punchout Amazon	1HXX-9XN7-6NNC	Invoice for PO#-607 PAWS reward	19.47
2925	2/23/2024	Punchout Amazon	1MWF-LK4N-HWVJ	Invoice for PO#-604 Kindness week	91.32
2925	2/23/2024	Punchout Amazon	1RHM-L6PK-TJPC	Invoice for PO#-601 Trifolds for science fair	406.25
2925	2/23/2024	Punchout Amazon	1WVQ-7XTH-T1D9	Invoice for PO#-603 STEM supplies	357.20
2926	2/23/2024	Aramark	5020483486	Invoice for PO#-632 Aramark	64.30
2927	2/23/2024	EdFiles	906733	Invoice for PO#-611 EdFiles	349.00
2928	2/23/2024	Lanspeed	57114	Invoice for PO#-613 Lanspeed	2,500.00
2928	2/23/2024	Lanspeed	57115	Invoice for PO#-612 Lanspeed - Sophos	83.00
2929	2/23/2024	NCS Pearson, Inc.	24600859	Invoice for PO#-605 SPED Testing Materials	70.79

## Manzanita Public Charter School: Warrant Report - 020124-022924

Check Number	Check Date	Vendor Name	Invoice Number	Invoice/remit description	Check Amount
2930	2/23/2024	Nichelle Wood	013024-Reimb NW	Reimb. for Author go round lunch	37.31
2931	2/23/2024	Punchout Office Depot	343103532001	Invoice for PO#-554 construction paper	59.93
2932	2/23/2024	Read Naturally Inc	266225	Invoice for PO#-586 Read Naturally renewal	690.00
2933	2/23/2024	SBCEO Santa Barbara County Education Office Communications	96C24-00037	Invoice for PO#-609 CASC	2,500.00
2934	2/23/2024	Punchout Staples	8073092570	Invoice for PO#-606 Paper supplies	236.50
2934	2/23/2024	Punchout Staples	8073110383	Invoice for PO#-606 Paper supplies	23.17
2935	2/29/2024	Punchout Amazon	1GNH-QC7R-37YX	Invoice for PO#-636 Office Supplies	10.65
2935	2/29/2024	Punchout Amazon	1H3C-XQJQ-3G7C	Invoice for PO#-635 Prieto classroom budget	80.40
2936	2/29/2024	Delta Managed Solutions	MPCS 03-24	DMS March 2024 Business services	13,190.32
2937	2/29/2024	LUSD	INV23-00255	Invoice for PO#-645 LUSD-April 23 Gas bill	1,604.55
2937	2/29/2024	LUSD	INV24-00068	Invoice for PO#-637 LUSD July Gas bill	559.68
2937	2/29/2024	LUSD	INV24-00070	Invoice for PO#-638 LUSD Aug Gas Bill	548.66
2937	2/29/2024	LUSD	INV24-00073	Invoice for PO#-655 LUSD - May Utilities	2,401.47
2937	2/29/2024	LUSD	INV24-00074	Invoice for PO#-643 LUSD-Jun Utility Bill	2,851.04
2937	2/29/2024	LUSD	INV24-00075	Invoice for PO#-644 LUSD-July Utilities	2,829.59
2937	2/29/2024	LUSD	INV24-00076	Invoice for PO#-642 LUSD - Sept Gas Bill	438.54
2937	2/29/2024	LUSD	INV24-00078	Invoice for PO#-647 LUSD-Oct Gas Bill	245.07
2937	2/29/2024	LUSD	INV24-00079	Invoice for PO#-646 LUSD-Aug Utilities	3,015.00
2937	2/29/2024	LUSD	INV24-00086	Invoice for PO#-651 LUSD-Sept Utilities	3,223.44
2937	2/29/2024	LUSD	INV24-00087	Invoice for PO#-652 LUSD-Nov Gas bill	1,152.95
2938	2/29/2024	Matthew Barsotti	40	Invoice for PO#-654 Charter Draw	1,000.00
2939	2/29/2024	Mollys Chic Boutique	022024-Feb 2024	Invoice for PO#-648 AR Shirts	60.00
2940	2/29/2024	Nasco	566140	Invoice for PO#-624 Art Supplies	142.57
2941	2/29/2024	NCS Pearson, Inc.	24945780	Invoice for PO#-633 GATE testing	750.00
2942	2/29/2024	School Specialty	208133721466	Invoice for PO#-626 Carpet for Delgado	812.60
2943	2/29/2024	Punchout Staples	8073348717	Invoice for PO#-634 Office Supplies	947.69
Report Total					<u>278,358.30</u>



**Santa Barbara County**  
**Special Education Local Plan Area**  
 A Joint Powers Agency

**MEMORANDUM OF UNDERSTANDING FOR PROFESSIONAL SERVICES**  
**Santa Barbara County SELPA and Manzanita Charter School**

This **Memorandum of Understanding (“MOU”)** for professional services is made between the Manzanita Charter School (“LEA”) and the Santa Barbara County Special Education Local Plan Area (“SELPA”), a joint powers authority (“SBCSELPA”). The SBCSELPA and LEA may hereinafter be referred to individually as a “Party” or collectively as the “Parties.” This MOU is entered into in accordance with Education Code Section 56195(b).

1. **Recitals.** This MOU is entered with reference to the following background recitals:
  - A. The SBCSELPA is comprised of 25 local education agencies, operating as a Joint Powers Agency as stated in the current *Joint Exercise Of Powers Agreement of the Santa Barbara County SELPA* (“JPA”). LEA is a member of the SBCSELPA and party to the SBCSELPA JPA.
  - B. Pursuant to the SBCSELPA’s Local Plan, SBCSELPA employs one or more individuals qualified as Board Certified Behavior Analyst(s) (“BCBA”), who are made available to provide regionalized services to students attending programs within member local education agencies in the SBCSELPA. SBCSELPA BCBA(s) may provide various professional services within their scope of practice and expertise in Applied Behavior Analysis (“ABA”) (“BCBA Services”).
  - C. The purpose of this MOU is to clarify the terms and conditions between SBCSELPA and LEA, for the cost effective provision of BCBA Services to LEA student(s) by one or more employees of the SBCSELPA, as outlined in the *Scope of Work: BCBA Services*, attached hereto as Exhibit A and incorporated into this Agreement by reference (“*Scope of Work: BCBA*”). Nothing in this MOU shall be construed to supplant, modify or otherwise alter any of the terms, conditions, or obligations of the JPA. If there is any conflict found between this MOU and the JPA, the JPA shall control.
2. **Responsibilities of SBCSELPA.** As a special education service provider, SBCSELPA shall make available one or more qualified employees of the SBCSELPA who are qualified to provide BCBA Services to LEA as outlined in the *Scope of Work: BCBA* during the term of this MOU.
3. **LEA of Responsibility.** As the district of residence and/or responsibility for all students served by SBCSELPA pursuant to this MOU, LEA retains financial and legal responsibility for LEA’s development and offer of a free appropriate public education (“FAPE”) and provision of special education and related services under state and federal law to its students. Parties acknowledge and agree that LEA is and shall remain the LEA of special education responsibility for any and all LEA students served by SBCSELPA BCBA(s) during the term of this MOU, for all purposes, including but not limited to, with regard to any of the matters described in Title 34 of the Code of

Federal Regulations, Part 300.503(a)(1) and (2) (relating to the identification, evaluation or educational placement of a child with a disability, or the provision of FAPE to the child).

4. **General Employer Responsibilities.** When providing BCBA Services to LEA pursuant to this MOU, the SBCSELPA employees shall remain employee(s) of SBCSELPA and shall not be considered an employee(s) of the LEA, for any purpose. The SBCSELPA employee(s) will remain regular employee(s) of SBCSELPA, on SBCSELPA's payroll, subject to SBCSELPA's general personnel administration, and shall remain subject to SBCSELPA's personnel policies, rules and regulations. SBCSELPA employee(s)'s full salary and benefits will continue to be paid by SBCSELPA exclusively. SBCSELPA shall further be responsible for payment of all employee salary and related benefits, pension, insurance, taxes and withholdings required under SBCSELPA's personnel rules, policies and contracts and applicable federal and state law. SBCSELPA shall be responsible for keeping and maintaining the personnel file and payroll and other records of the SBCSELPA employee(s), and for all employment-related state and federal reporting requirements, including but not limited to those related to employee compensation.
5. **Payment.** SBCSELPA shall invoice LEA according to SBCSELPA's Board-approved rate as stated in the Rate Sheet: BCBA Services, attached hereto as Exhibit B and incorporated into this Agreement by reference ("Rate Sheet: BCBA"). LEA shall reimburse SBCSELPA for the actual days of BCBA Services delivered by SBCSELPA to or on behalf of LEA student(s) under this MOU (in minimum increments of quarter days). SBCSELPA shall submit to LEA itemized invoices on a bi-annual basis, and reimbursement is due upon submission of the invoice, but not later than 60 days after the invoice is received.
6. **Term and Governing Law.** The term of this MOU will be July 1, 2024 through June 30, 2025. This MOU shall be governed by the laws of the State of California.
7. **Insurance.** Both Parties shall procure and maintain insurance for workers' compensation, general liability, and property coverage. Parties agree to maintain such coverage for the duration of this MOU and shall provide proof of coverage upon request. SBCSELPA shall maintain workers' compensation insurance for SBCSELPA employees.
8. **Indemnification and Hold Harmless.**
  - (a) To the fullest extent allowed by law, LEA agrees to defend, indemnify, and hold harmless SBCSELPA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("SBCSELPA Indemnitees") against any and all claims, lawsuits, actions, administrative or special proceedings, whether judicial or administrative in nature, to include any loss, liability, or expense, including reasonable attorney's fees and costs of defense, arising as a result of SBCSELPA's obligations under this MOU ("Claims").
  - (b) LEA's duty and obligation to defend shall arise immediately upon tender of a request to defend a due process hearing complaint under the Individuals with Disabilities in Education Act, or lawsuit naming the SBCSELPA. The duty to indemnify and defend shall include any and all obligations including liabilities or debts incurred by the SBCSELPA as a result of the LEA's negligence which results in the SBCSELPA incurring any loss including but not limited to as a result of any administrative proceeding or civil action.



(c) LEA’s obligation to defend, indemnify, and hold harmless the SBCSELPA per this MOU shall not apply if it is ultimately adjudicated that any Claim was proximately caused by the negligent, intentional or willful act or omission of SBCSELPA, including, without limit, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors). The defense and indemnification obligations of this MOU are to be undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this MOU; and, shall survive the termination or completion of this MOU for the full period of time allowed by law.

9. **Termination for Substantial Change in Circumstances.** This MOU may be terminated by either Party upon at least thirty (30) calendar days written notice to the other Party due to a substantial change in circumstances, such as student relocation or change in IEP services, or loss of SBCSELPA staff. In the event of such termination, all work performed by SBCSELPA employee(s) or made available by SBCSELPA pursuant to the terms of this MOU prior to the date of termination, shall be compensated by LEA.

If LEA provides notice of termination due to reduction in need (*i.e.*, lack of work), SBCSELPA shall make every effort to reassign SBCSELPA employee(s) as soon as possible upon receipt of written notice of termination from LEA; however, if reassignment is not possible, LEA understands and agrees to continue to reimburse SBCSELPA for the proportion of BCBA Services/employee costs warranted by this MOU, up to the full 30-day notice period.

10. **Entire Agreement.** This MOU contains the sole and entire agreement and understanding of the Parties with respect to the terms set forth in this MOU. No representations, oral or otherwise, expressed, or implied other than those contained in this MOU are part of the terms or consideration of this MOU.

11. **Amendment.** The terms of this MOU may be modified only by a written addendum signed by the authorized representatives of both Parties.

**Santa Barbara County SELPA, a JPA**

**Manzanita Charter School, LEA**

\_\_\_\_\_

\_\_\_\_\_

Name: Ray Avila

Name: \_\_\_\_\_

Title: Executive Director, SBCSELPA

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

JPA Board Approved (date): \_\_\_\_\_

LEA Board Approved (date): \_\_\_\_\_

**EXHIBIT A*****Scope of Work: Board Certified Behavior Analyst Services***

The roles and responsibilities of the SBCSELPA BCBA(s) shall consist of duties and time allocation described below, and shall include:

BCBA Services	Total Days in July 1, 2024 to June 30, 2025 (Estimated)
Delivery of BCBA Services (program development and supervision) to students identified by District according to the student(s)'s individualized education program ("IEP")	<b>11 days</b>
Collaboration with School and/or Home Behavior Team	
Functional Behavior Assessment	
IEP Team Meeting Attendance and Preparation	
District Staff Training/Professional Development	
Availability for the provision of Technical Assistance as requested	
Other:	

**EXHIBIT B**

**Option 1: BCBA Costs**

	<b>July 1, 2024 to June 30, 2025</b>
<b>Daily Rate</b>	\$785



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 A Gold Ribbon School

## Item Scheduled for Action/Consideration Attachment

Item Title: 2024-25 Student Transportation Contract

### BID Agents:

Student Transportation Services of America (STA)

Coastal Pacific Transportation (CPT)

American Star Tours (AST)

### Background:

The bussing services contract between MPCS and STA is scheduled to conclude on June 9, 2024. Manzanita decided to pursue a competitive bid process for its transportation contract and received 3 bids. During this bid process, the following findings emerged:

1. The most competitive bid came from STA with a 29% savings when compared to the highest bid
2. All bids demonstrated the capacity to run Manzanita transportation services as outlined in the RFP
3. All bids demonstrated an acceptable breadth of driver and safety training expertise
4. All bids met the fiscal liability (insurance) standards as outlined in the RFP
5. All bids demonstrated exemplary leadership backgrounds and acceptable school bussing references

**Based on a variety of factors, including pricing and bus driver history, STA's bid is the most competitive and being recommended at this time.**

The existing STA bussing contract language will remain the same with the following proposed changes for the 2024-25 school year:

- A. A 4.25% averaged cost increase for the 2024-25 school year.
- B. Contract terms added to include a 4 year annual renewal clause. Pricing will increase at the start of each extension year by mutual agreement
- C. Buses that do AM and PM routes and an after-school program ELOP late bus route will be charged at the 6 hour rate on the Appendix 2-A Bid Form

With this 4.25% increase of bussing costs, school bussing will now go from 12.3% of Manzanita's annual operating budget to 16.55 % of its annual operating budget.

**Recommendation:** Approval of STA bussing contract for 2024-25 school year

**Resource Person:** Suzanne Nicastro

## TRANSPORTATION SERVICES AGREEMENT

Between

**SANTA BARBARA TRANSPORTATION CORP DBA  
STUDENT TRANSPORTATION OF AMERICA**

And

**MANZANITA PUBLIC CHARTER SCHOOL**

This agreement ("Agreement") is entered into effective this \_\_\_ day of April, 2024, by and between Santa Barbara Transportation Corp, dba Student Transportation of America, a California Corporation ("Contractor"), with offices at 153 Aero Camino, Goleta, CA 93117, and Manzanita Public Charter School, located at 991 Mountain View Boulevard, Vandenberg AFB, CA 93437, ("Customer").

The undersigned Parties hereby agree as follows:

1. Scope of Agreement:

Contractor will furnish, operate and maintain school buses for student transportation as well as drivers for the same as mutually agreed upon by the Parties herein, such buses being duly licensed and inspected as required by the State of California to transport students between points designated by Customer.

2. Term of Agreement:

This Agreement shall be for the period commencing July 1, 2024 and terminating on June 30, 2025. The Parties may extend this agreement for up to four one year extensions at prices to be negotiated annually, memorialized in writing and executed by both Parties hereto.

3. Cancellation:

Either Party may immediately terminate this Agreement by written notice due to a material breach of this Agreement by the other Party that has not been cured within 10 days of receipt by the breaching Party of notice of such breach. Notwithstanding, In the event of termination of this Agreement pursuant to the terms herein by either Party, Customer agrees to pay in full all sums due to Contractor for services rendered prior to the date of termination of this Agreement.

4. Assignment:

Neither Party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning Party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

5. Compensation:

Customer shall pay Contractor for the services it requests of Contractor and services provided by Contractor under this Agreement according to the rate schedule below. Customer shall be billed only for school days that bus service is provided.

July 1, 2024 through June 30, 2025

82 passenger bus – 4 hour rate	\$635.04 per bus per day
82 passenger bus – 6 hour rate	\$808.18 per bus per day
Excess Route hours	\$ 86.57 per hour
Late Bus Routes	Included in the 6 hour route bus rate
Extracurricular Trip non-conflict	\$108.96 per hour
Extracurricular Trip prime rate	\$600.00 for the first 4 hours
Extracurricular Trip prime rate excess hours	\$100.00 per hour after the first four

Buses that do an AM route, a PM route and an after school program late bus will be billed at the six hour rate.

The regular home to school buses will be available for charters and field trips at Customer's request for a special price as described above provided the field trip does not extend beyond the normal school day hours. Charter buses for trips that cannot be performed by the regular route buses due to time conflicts and for charters on Saturdays, Sundays and non-school days, shall be provided, based on availability, at Contractor's prime rates.

6. Invoicing and Payments

Contractor shall invoice Customer monthly for services rendered hereunder, and Customer shall pay each such invoice within 30 days of receipt of same. Invoices shall be deemed received by Customer two days after the date any such invoice is deposited in the United States Mail, addressed to Customer. Any invoice that is not paid within the time set forth herein shall be subject to late fees at the rate of 1.5% per month or at the maximum rate permitted by law. The provision for late fees shall not constitute a waiver of Contractor's right to demand timely payment or of any of Contractor's rights or remedies in connection therewith. Contractor's failure to declare any late payment a breach shall not constitute a waiver of Contractor's rights hereunder to declare any subsequent late payment a breach.

7. Contractor Not Responsible:

Contractor shall be excused from performance, without penalty, during such time and to the extent it is prevented from performing by any act constituting force majeure, including, but not limited to, acts of nature, acts of government not related to breach of any legal or regulatory obligation by Contractor, fire earthquake, strike, lockout, national or regional emergency, civil disorder, war, commandeering by any agency of government, pandemic, epidemic or any other event which is beyond the reasonable control of such Party.

8. Independent Contractor:

The services that Contractor renders to Customer under this Agreement will be as an independent contractor with respect to Customer. Nothing contained in this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, between Contractor and Customer.

9. Equipment Requirements:

All vehicles operated by Contractor pursuant to this Agreement shall be duly licensed and inspected as required by the California Highway Patrol and California law and shall comply with all applicable laws and regulations. Customer shall, upon reasonable request, have the right to inspect Contractor's buses. In the event Customer finds any bus operated by Contractor to be factually unsafe or not in compliance with any applicable law or regulation, Contractor shall make all necessary repairs or provide a replacement bus. All buses operated hereunder shall be equipped with all required emergency/safety equipment as provided by law, including seat belts, on-board cameras, GPS, SafeStop or equivalent smart phone app for parents and a two-way radio system.

10. Indemnification:

Contractor shall defend, indemnify, and hold harmless Customer and its officers, directors, employees, agents, successors, and permitted assigns (each, a "**Customer Indemnitee**") from and against all third party claims, losses, and liabilities, including reasonable attorneys' fees arising out of or resulting from:

- (a) bodily injury, death of any person, or damage to real or tangible personal property resulting from the willful, fraudulent, or grossly negligent acts or omissions of Contractor or Contractor's employees; and
- (b) Contractor's breach of any representation, warranty, or obligation of Contractor set forth in this Agreement.

Customer shall defend, indemnify, and hold harmless Contractor and its officers, directors, employees, agents, successors and permitted assigns from and against all third party claims, losses, and liabilities, including reasonable attorneys' fees arising out of or resulting from:

- (a) bodily injury, death of any person, or damage to real or tangible personal property resulting from the willful, fraudulent, or grossly negligent acts or omissions of Customer; and
- (b) Customer's material breach of any representation, warranty, or obligation of Customer set forth in this Agreement.

The Party seeking indemnification hereunder shall promptly notify the indemnifying Party in writing of any claim, suit, action, or proceeding and cooperate with the indemnifying Party at the indemnifying Party's sole cost and expense. The indemnifying Party shall immediately take control of the defense and investigation of such claim, suit, action, or proceeding and shall employ counsel of its choice to handle and defend the same, at the indemnifying Party's sole cost and expense. The indemnifying Party shall not settle any claim, suit, action, or proceeding in a manner that adversely affects the rights of the indemnified Party without the indemnified Party's prior written consent. The indemnified Party's failure to perform any obligations under this section shall not relieve the indemnifying Party of its obligations under this section except to the extent that the indemnifying Party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified Party may participate in and observe the proceedings at its own expense.

The Parties agree that this Section 10 constitutes the complete agreement between the Parties with respect to indemnification and each Party waives its right to assert any common-law indemnification or contribution claim against the other Party.

11. Insurance:

Without limiting Contractor's indemnification of Customer, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to Customer.

**General liability insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

**Automobile liability insurance.** Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$5,000,000 combined single limit for each accident, \$10,000,000 aggregate.



**Sexual Abuse/Molestation insurance.** Contractor shall maintain sexual abuse/Molestation insurance with coverage in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate

**Workers' compensation insurance.** Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Contractor shall submit to Customer, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Customer, its officers, agents, employees and volunteers.

**Other provisions or requirements**

**Proof of insurance.** Contractor shall provide certificates of insurance to Customer as evidence of the insurance coverage required herein. Insurance certificates must be approved by Customer prior to commencement of performance. Current certification of insurance shall be kept on file with Customer at all times during the term of this contract.

**Duration of coverage.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees or subconsultants.

**Notice of cancellation.** Contractor agrees to oblige its insurance agent or broker and insurers to provide to Customer with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that Customer and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

12. Breach by Customer:

Notwithstanding any other provision of this Agreement, the failure of Customer to pay Contractor the compensation due hereunder in the amounts and at the times required by this Agreement shall constitute a material breach of this Agreement, and Contractor shall have the right, without waiving any of its other rights and remedies for said breach, to immediately cease providing services hereunder.

13. Driver Requirements:

All drivers providing services hereunder shall be licensed and certified as required by California law. Drivers shall be neat in appearance, in good health, and of the highest moral character. Drivers shall at all times be in uniform and in possession of all documents required to operate a school bus under Federal and California State law, including the School Bus Driver Certificate authorized by the California Highway Patrol/State of California, pre-employment and random drug testing, California Department of Justice and/or the FBI clearance and mandated medical examination. All prospective drivers shall be fingerprinted and interviewed by the California Highway Patrol, and driver fingerprints shall be submitted to the California Department of Justice and/or the FBI for a background check. Drivers shall not drive buses hereunder until the School Bus Drivers Certificate has been authorized. Contractor shall be responsible for conducting an interview and previous employment reference checks.

14. Confidential Information.

Both Parties may be given access to or acquire information which is proprietary or confidential to the other Party and its affiliated companies, clients, and customers. Any and all such information obtained by either Party or Contractor's drivers shall be deemed to be confidential and proprietary information. Both Parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purposes whatsoever other than the providing of services under this Agreement.

15. Notices:

All notices to be given hereunder shall be given sufficiently if deposited in United States Mail, first class, postage paid, addressed as follows, or if personally delivered to:

For Contactor:

Santa Barbara Transportation Corp dba  
Student Transportation of America  
7394 Calle Real, Suite H  
Goleta, CA 93117  
Attn: Vice President of CA Operations

For Customer:

Manzanita Public Charter School  
991 Mountain View Boulevard  
Vandenberg AFB, CA 93437  
Attn: Suzanne Nicastro, Superintendent

16. Compliance with Laws:

Both parties represent and warrant to each other that they are in compliance with all applicable laws.

Contractor and Customer affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. Contractor and Customer agree not to harass, discriminate against, or retaliate against any employee of the other because of his or her race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either Party cause or request the other Party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any of Contractor's drivers, Contractor and Customer agree to cooperate in the prompt investigation and resolution of such complaint.

To the extent Customer controls the facilities in which Contractor's drivers may work out of, Customer agrees that it is primarily responsible for maintaining a safe worksite in compliance with the Occupational Safety and Health Act and comparable state laws and regulations thereunder, to the extent those laws apply to Contractor's drivers when on Customer's property.

Customer and Contractor agree to cooperate fully and to provide assistance to one another in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or involve any of Contractor's drivers.

17. Miscellaneous

This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any claim brought involving the interpretation of this Agreement, breach of this Agreement, or related to this Agreement or the relationship of the Parties shall be brought solely in the state or federal courts situated in the State of California.

In the event of a breach or threatened breach by either Party of any of the provisions of this Agreement, the Parties hereby consent and agree that the non-breaching Party shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. Such remedies shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.

Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to this Agreement, the Prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party. "Prevailing Party" shall mean that such Party received a non-appealable judgment in its favor or a judgment that the non-prevailing Party chooses not to appeal.

This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

This Agreement constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The Schedules, Exhibits, and any other documents incorporated herein by reference shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email, facsimile or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective the date first above written:

CONTRACTOR:

CUSTOMER:

**SANTA BARBARA TRANSPORTATION CORP dba  
STUDENT TRANSPORTATION OF AMERICA**

**MANZANITA PUBLIC CHARTER SCHOOL**

By: \_\_\_\_\_  
James Lasky

By: \_\_\_\_\_  
Suzanne Nicastro

Title: Director of Business Development

Title: Superintendent/Principal

Date: \_\_\_\_\_

Date: \_\_\_\_\_