



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

DATE OF MEETING: WEDNESDAY, MAY 15, 2024

	August	September	October	November	December	January	February	March	April	May	June
Transitional Kinder	23	24	23	23	23	23	23	23	23	23	
Kinder	69	71	71	71	71	70	70	71	70	71	
First	54	54	54	54	54	54	54	54	54	52	
Second	49	52	53	53	53	52	53	53	53	53	
Third	78	78	77	77	77	76	76	76	73	74	
Fourth	52	52	52	52	52	52	52	52	52	50	
Fifth	65	64	65	65	65	65	65	65	64	65	
Sixth	64	64	64	64	64	64	64	64	64	64	
TOTAL	454	459	459	459	459	456	457	458	453	452	

# Manzanita Governance Board

# Unadopted Minutes

APRIL 10, 2024

<b>Regular Board Meeting</b>
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## Governance Board Members

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

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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 April 10, 2024 at 2:30 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: 2:30 PM

Pledge of Allegiance

Establish Quorum 5/5

Opening Comments/Introductions/Welcome Guests

1. Jacob Gagnon – a future parent of a Manzanita Public Charter School (MPCS) scholar who will attend MPCS expressed concern regarding school safety namely, public access to the facilities.

**B) Adjourn to Closed Session** Time: 2:34PM

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. Public Employee Performance Evaluation (Gov. Code, § 54957, subd. (b)(1))  
Title: Superintendent

**C) Reconvene to Open Session** Time: 3:55 PM

**D) Public Report on Action Taken in Closed Session (includes the vote or abstention of every member present).**

No action taken.

**E) 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.

**F) Presentation**

Nichelle Wood - Scholar Talent Show Preview

**G) Reports****a. Superintendent’s Report**

- a. Enrollment Report
- b. Prop 51/PSMI Update
- c. 7<sup>th</sup> and 8<sup>th</sup> Material Revision
- d. School Food Authority Update

(Attachment A)

**b. Interim Principal’s Report**

- a. Talent Show
- b. State Testing Update
- c. Becoming a Purple Star School

**c. Vandenberg Space Force Base Report**

~~Crystal Adams – School Liaison~~ TABLED

**H) Consent Agenda Items**

Motion: Eli Villanueva Second: Krishna Flores Vote: 5/5

- a. Approval of the March 13, 2024 Minutes of the Regular Board Meeting (Attachment B)
- b. Approval of Check Detail, Deposit Detail and Unpaid Bills (Attachment C)
- c. Approval of the 2024-2025 Memorandum of Understanding for Professional Services Santa Barbara County Special Education Local Plan Area (SBCSELPA) (Attachment D)

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

- a. Delta Management Solutions (DMS) Monthly Update to the Board (Handout No.1)
- b. Local Control and Accountability Plan (LCAP) Progress and Work (Matthew Stowell) (Handout No.2)
- c. Investment Options Regarding Manzanita Reserves Combined with Handout No. 1

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

- a. Discussion and Approval of the 2024-2025 Transportation Contract with Student Transportation of America (STA) (Attachment E) (Suzanne Nicastro)

Motion: Beth Chi Second: Krishna Flores Vote: 5/5

**K) Future Agenda Items**

- a. Single School Plan
- b. Parent/Scholar Handbook
- c. Added: Board reports for future agendas

**L) Next Meeting**

The next scheduled meeting of the Governance Board will be held on Wednesday, May 8, 2024 at 3:30 PM in the Manzanita Public Charter School Staff Lounge.

The date was changed to Wednesday, May 15, 2024 at 3:30 PM.

**M) Adjournment**

Time: 5:10 PM

## Manzanita Public Charter School: Warrant Report - 030124-033124

Check Number	Check Date	Vendor Name	Invoice Number	Invoice/remit description	Check Amount
1074	3/12/2024	Joanne Johnson	1074	Petty Cash for book fair	230.00
2949	3/8/2024	Punchout Amazon	13PG-19W4-KCRD	Invoice for PO#-641 Airpods	128.91
2949	3/8/2024	Punchout Amazon	143Y-XDVG-HTRJ	Invoice for PO#-649 Literacy Night	106.51
2949	3/8/2024	Punchout Amazon	16T3-GNC6-6Q9V	Invoice for PO#-653 Lucky Ducks	40.23
2950	3/8/2024	Aramark	5020502969	Invoice for PO#-664 Aramark	64.30
2951	3/8/2024	Diverse Pest Management Inc.	27959	Invoice for PO#-657 Diverse Pest	1,500.00
2952	3/8/2024	EdFiles	906789	Invoice for PO#-659 EdFiles-Mar	349.00
2953	3/8/2024	Ferguson Facilities Supply	WH021648	Invoice for PO#-658 Ferguson	106.64
2954	3/8/2024	Lanspeed	57206	Invoice for PO#-640 Lanspeed	2,500.00
2954	3/8/2024	Lanspeed	57246	Invoice for PO#-639 Lanspeed	83.00
2955	3/8/2024	Larry Kaml	022724-Reimb LK	Reimbursement for drama	938.60
2956	3/8/2024	San Joaquin County Of Education	242569	EDJOIN Acct fees 1 year term	1,200.00
2957	3/8/2024	YM&C	9237	General-Attorney client privileged docs.	2,087.50
2961	3/15/2024	Punchout Amazon	1GK6-VJYJ-346J	Invoice for PO#-665 Solar Glasses	391.45
2962	3/15/2024	Big Green Cleaning Company	642681	Invoice for PO#-670 Big Green Sub in Jan	625.00
2962	3/15/2024	Big Green Cleaning Company	643479	Invoice for PO#-669 Big Green	2,785.00
2963	3/15/2024	Comcast Business	192522185	Monthly billing up to 013124	868.88
2964	3/15/2024	Jenny Klinedinst	030724-Reimb JK	Reimbursement for Jog A Thon	63.00
2965	3/15/2024	Nasco	571060	Invoice for PO#-624 Art Supplies	106.46
2966	3/15/2024	Santa Maria Times	14341-022924	Invoice for PO#-663 BID advertisements	1,400.00
2967	3/15/2024	SBCEO Santa Barbara County Education Office Communications	12C24-00023	Invoice for PO#-587 Author Go Round	120.00
2967	3/15/2024	SBCEO Santa Barbara County Education Office Communications	93C24-00091	Invoice for PO#-435 Language Education Network Meetings	325.00
2968	3/15/2024	School Nurse Supply Inc	0993233-IN	Invoice for PO#-650 Otscope	213.35
2969	3/15/2024	STA West Region	5202114	Invoice for PO#-666 STA-Feb	68,702.40
2969	3/15/2024	STA West Region	70247188	Invoice for PO#-668 Performing Arts Center	296.14
2969	3/15/2024	STA West Region	70247189	Invoice for PO#-667 La Purisima Mission	288.32
2970	3/15/2024	Wells Fargo Financial Leasing Inc.	5028798497	Invoice for PO#-662 Copier Lease	1,355.04
2972	3/22/2024	Punchout Amazon	1FND-J74T-1DT6	Invoice for PO#-671 Art supplies	43.42
2973	3/22/2024	Big Green Cleaning Company	644233	Invoice for PO#-676 Big Green	240.00
2974	3/22/2024	Frontier Communications	062408-022924	Invoice for PO#-674 Frontier	67.80
2975	3/22/2024	Innovative School Solutions, Inc.	MPS190	Invoice for PO#-675 Oasis	700.00
2976	3/22/2024	Jenny Klinedinst	031224-Reimb JK	Reimbursement for Literacy Night	161.52
2977	3/22/2024	LUSD	INV24-00093	Invoice for PO#-672 LUSD-Gas bill Dec	1,527.79
2977	3/22/2024	LUSD	INV24-00094	Invoice for PO#-673 LUSD-Oct Utilities	2,798.51
2978	3/22/2024	VISA	1313-022624	Suzannne N. Supplies	893.62
2979	3/22/2024	VISA	4121-022624	Anthony Account S. Supplies	1,505.03
2980	3/28/2024	Punchout Amazon	164H-6WND-D7DC	Invoice for PO#-677 Prieto Classroom Budget	91.35
2980	3/28/2024	Punchout Amazon	1CWJ-CP4R-DC7C	Invoice for PO#-678 WinTime - Classroom supplies	135.28
2981	3/28/2024	Aramark	5020512606	Invoice for PO#-680 Aramark	64.30
2982	3/28/2024	ALEXANDRA SIMS	032124-Mar 2024	Invoice for PO#-686 AR Shirts	60.00
2983	3/28/2024	SBCEO Santa Barbara County Education Office Communications	19C24-00144	Invoice for PO#-679 County Prints_Feb	1,106.98
2984	3/28/2024	Scholastic Book Fairs - 10	W5485115BF	Invoice for PO#-681 Scholastic Book Fair	933.99
2985	3/28/2024	BRITTANY SIGNORELLI	032024-MathSuper	Invoice for PO#-684 Math Superbowl Shirts 2024	204.73
Report Total					<u>97,409.05</u>

**Manzanita Public Charter School**

**Job Description: Food Services Production Manager, Classified, 200 day, 8 hours per day, FTE: 1**

Under the supervision of the Superintendent, the Food Services Production Manager oversees the production functions of the ***Manzanita Lions Den Café***. Food Services Production Manager works as a team with Food Services Administrative Manager.

**Major Duties and Responsibilities**

- In conjunction with Food Service Administrative Manager (FSAM), menu plan and recipe development in accordance with NSLP Guideline
- Plan, schedule, provide work direction, organize, coordinate and lead food service personnel in the serving of breakfast and lunch
- Responsible for reviewing, inspecting and tasting of foods to determine quality, appearance and edibility
- Assign work orders to food service staff who are attending specific food production stations that include, but are not limited to those used for cooking, processing, packaging, sterilizing, and washing.
- Inspect and review the food preparation and serving areas to ensure that appropriate cleanliness and sanitation standards are maintained
- Implement and maintain quality and portion control procedures
- Responsible for ensuring food safety standards are met
- Comply with quality and portion control procedures in accordance with NSLP guidelines.
- Coordinate the preparation of hot and cold food for delivery to food service sites within Solvang School District and other sites that serves.
- Receive, inspect, and organize supplies, food, and materials for storage
- Visit and work with offsite schools to oversee food service operations are in compliance with federal and state guidelines.
- Prepare, calculate proper quantities, and package all food components prior to pick up by other school sites.
- Supervise and participate in the preparation of catered food items for special events. Oversee timely preparation and delivery.

**Knowledge of**

- Methods, procedures and techniques of preparing, cooking, baking and serving foods in large quantities
- Sanitation and safety practices and procedures
- Standard cafeteria appliances and equipment
- Menu planning, cost determination, nutrition and Type A lunch and breakfast program requirements
- Methods and procedures for requisitioning, receiving, and storing of foodstuffs, supplies and materials
- POS software systems and Microsoft Office applications including Word and Excel

**Ability to:**

- Effectively lead food service personnel in the cooking, baking and serving of nutritionally sound and attractive foods
- Determine and recommend alternative food substitutes

- Increase or decrease recipe quantities as required
- Adhere to Type A lunch and breakfast programs requirements within budgetary limits
- Establish and maintain cooperative working relationships with others

## **Manzanita Public Charter School**

Job Description: Food Services Administrative Manager, Classified, 200 day, 8 hours per day (FTE)

Under the supervision of the Superintendent, the Food Services Administrative Manager oversees the administrative functions of the Manzanita Public Charter School. Food Services Administrative Manager works as a team with Food Services Production Manager.

### **Major Duties and Responsibilities**

- In conjunction with Food Service Production Manager (FSPM), menu plan and recipe development in accordance with NSLP Guideline
- Plan, schedule, provide work direction, organize, coordinate and lead food service personnel in the serving of breakfast and lunch
- Lead the Wellness Committee and develop and update the school wellness policy and plans
- Coordinate and Develop annual Meal Vending Contracts with other School Districts
- Responsible for ensuring food safety standards are met
- Comply with quality and portion control procedures in accordance with NSLP guidelines
- Provide administrative and functional input into the performance evaluation of food service personnel and Instructional Aides working in food services
- Maintain all records and make all reports in conjunction with federal and state reimbursement and audit requirements as well as local health department requirements
- Estimate, requisition and order appropriate quantities of food stuffs including commodities, supplies, and materials
- Receive, inspect, and organize supplies, food, and materials for storage
- Establish and maintain a variety of daily operations records and prepare reports and summaries as required
- Work with the Business Manager to develop the departmental budget and manage the department with budgetary guidelines
- Oversee daily cash operations including point of sale, reconciliation, and collection on accounts
- Work in Nutrikids program to input ingredients, recipes, and menus following federal and state guidelines

### **Knowledge of**

- Sanitation and safety practices and procedures
- Standard cafeteria appliances and equipment
- Menu planning, cost determination, nutrition and Type A lunch and breakfast program requirements
- Basic arithmetic, record keeping, money handling, and organization procedures
- Methods and procedures for requisitioning, receiving, and storing of foodstuffs, supplies and materials
- POS software systems and Microsoft Office applications including Word and Excel

### **Ability to:**

- Perform arithmetical calculations and maintain complete and accurate records
- Adhere to Type A lunch and breakfast programs requirements within budgetary limits
- Establish and maintain cooperative working relationships with others



**MANZANITA PUBLIC CHARTER SCHOOL  
FOOD SERVICE ASSISTANT**

**FTE: 180 days, 6 hours per day**

Food Service Assistant is a classified, 10-month position. Workdays follow the school calendar. The Kitchen Assistant reports to and works at the direction of the Director of Food Services.

Primary Job Responsibilities include but are not limited to:

- Prep and serve meals
- Set-up and clean up food lines
- Prepare and set up salad bar, breakdown and clean up
- Restock breakfast items
- General cleaning, washing and putting away dishes
- Pack up meals "to go"
- Prepare and cut up fruits and vegetables
- Prepare staff salads and lunches
- Restock supplies

Licenses and other Requirements:

- ServSafe Certification
- CPR
- TB Test
- Live Scan
- English communication skills required (bi-lingual is a plus)

Working Conditions:

Environment: Kitchen and school cafeteria environment. Subject to heat from ovens and cold from walk-in refrigerators and freezers.

Physical Abilities:

Lift 50 pounds, carry, push or pull moderately heavy objects; Standing and walking for extended periods of time; Hearing and speaking to exchange information and provide work direction to others; Dexterity of hands and fingers to operate kitchen equipment; Carrying, pushing or pulling food trays, carts, materials and supplies; Climbing ladders and reaching overhead, above the shoulders and horizontally to retrieve food items; Bending at the waist.

Hazards: Heat from ovens; Working around machinery having moving parts.



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**JOB TITLE:**  
**School DEAN**

**SALARY RANGE:**  
209 Days per year  
Full-time with Medical/Dental/Vision Benefits  
8-4 p.m.  
30 Minute lunch break

**PURPOSE OF POSITION:**

Under the direction and supervision of the Principal, the Dean assists in the development and implementation of instructional programs at the Charter School, assists with training staff in the implementation of effective instructional practices with particular emphasis directed to English learners and Socio-economically disadvantaged students. The Dean assists in maintaining discipline practices which support a safe, caring, student-centered environment that promotes high academic and ethical standards among students and staff.

**REPRESENTATIVE DUTIES:**

*Instructional leadership:* Assists in leading the instructional program for English learners and learners a year or more behind in ELA and Mathematics instruction. Assists in coaching teachers and setting parameters for professional learning communities using real-time data. Fosters a positive and collaborative staff culture based on respect and trust. Collaborates with principal(s) and leadership team(s) to design and implement staff development opportunities in unique and meaningful ways. Supervises and evaluates staff members as assigned. Conducts regular classroom visitations.

*School Culture and Leadership:* Fosters shared accountability by all in holding high expectations for student success and an inclusive learning environment. Supports positive student interactions with peers and staff. Values and employs the rich cultural and linguistic diversity of staff, students and their families. Ensures a positive school climate and strong sense of safety and security amongst students and staff. Demonstrates excellent judgement with discipline procedures and behavioral guidelines.

*Knowledge and Abilities:* Demonstrates and supports effective teaching strategies. Demonstrates effective use of technology in the areas of content delivery, student engagement, as well as professional record keeping and communications. Demonstrates knowledge and application of CCSS as they relate to the instruction of analytical thinking, problem solving, communicating, collaborating and assessing and evaluation information. Thinks flexibly and adapt to the needs of teachers and support staff. Excellent organization, time management and follow-up skills; high sense of urgency; demonstrated ability to

successfully handle multiple projects concurrently; ability to work as a team. Strong community-building skills. Highly adaptable and positive personality. Able to be effective and maintain composure in fast paced and stressful environments. Maintain confidentiality, as appropriate. Prepare and deliver oral presentations. Communicate effectively both orally and in writing.

**EDUCATION AND EXPERIENCE**

Required: California Teaching Credential

Required: Minimum of 5 years classroom teaching experience

Preferred: California Administrative Credential

*Manzanita Public Charter School reserves the right to update, revise or change this job description and related duties at any time.*

Manzanita Charter School  
Classified Salary Schedule 2024/2025

## Classified Hourly Salary Schedules - Effective July 1, 2024

Board  
Approved: 8/9/23

Hourly											
	24/25	24/25	24/25	24/25	24/25	24/25	24/25	24/25	24/25	24/25	24/25
Position	Custodian Night/ PT	Classified Substitute Rates	Front Office Assistant Clerk I	Yard Supervision	Front Clerical Assistant Clerk II	Accounting Clerk	SPED/Gen Ed Instructional Aid/Behavioral Aid	SPED Admin Assist Hourly	Admin Asst II	Health Assistant	Director of Fiscal Services Part Time
Years	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
1	\$15.50	\$15.50	\$15.73	\$16.85	\$16.85	\$28.09	\$18.15	\$21.83	\$28.76	\$21.87	\$75.09
2	\$15.82	\$15.50	\$16.85	\$16.85	\$18.50	\$28.09	\$19.06	\$22.91	\$30.63	\$22.91	
3	\$16.41	\$15.50	\$17.70	\$16.85	\$19.78	\$28.09	\$19.99	\$24.07	\$31.58	\$24.07	
4	\$16.99	\$15.50	\$18.57	\$16.85	\$21.60	\$28.09	\$21.00	\$25.27	\$32.66	\$25.27	
5	\$17.57	\$15.50	\$19.50	\$16.85	\$22.89	\$28.09	\$22.07	\$26.54	\$33.50	\$26.54	
6	\$17.57	\$15.50	\$20.59	\$16.85	\$24.17	\$28.09	\$22.07	\$26.54	\$34.26	\$26.54	
7	\$17.57	\$15.50	\$21.80	\$16.85	\$25.46	\$28.09	\$22.07	\$26.54	\$35.58	\$26.54	

	23/24	23/24	23/24	23/24	24/25				
Position	Food Service Assistant	Custodian	Counselor	Lead Grounds/Maint	Food Service Assistant	Food Service Assistant I	Food Service Admin Manager	Food Service Prod Manager	
Years	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	
1	\$17.06	\$22.71	\$67.42	\$22.93	\$17.06	19.55	22.95	31.95	
2	\$17.90	\$23.91		\$24.15	17.9	20.04	27.57	32.75	
3	\$18.78	\$25.10		\$25.35	18.78	21.05	28.41	33.57	
4	\$19.74	\$26.30		\$26.56	19.74	21.58	30.15	34.41	
5	\$20.72	\$26.83		\$27.10	20.72	22.12	31.05	25.27	
6	\$20.72	\$28.68		\$28.97	20.72	23.24	32.98	36.15	
7	\$20.72	\$29.89		\$30.19	20.72	23.82	33.93	37.05	

Changes effective date : 07/01/2022

**Extra monthly salary of \$100 paid to staff members who perform extra duties (Banking, Post Office, Student Health Services)**

For SY 2023-24 - no increases were applied

<b>Certificated Principal, Assistant Principal, and Dean Salary Schedule for 2024-25 School Year</b>		
	GOVERNANCE BOARD APPROVED: TBD	
	24-25	24-25
	Principal	Vice Principal and Deanl
Calendar Days	209	209
	Salary	Salary
Step 1	\$130,248.56	\$114,664.69
Step 2	\$132,620.92	\$119,573.02
Step 3	\$134,989.98	\$119,969.55
Step 4	\$137,374.47	\$122,601.75
Step 5	\$139,734.71	\$125,257.56
Step 6	\$142,118.10	\$127,902.11
Step 7	\$146,141.86	\$131,559.31
Step 8	\$150,259.32	\$135,090.64



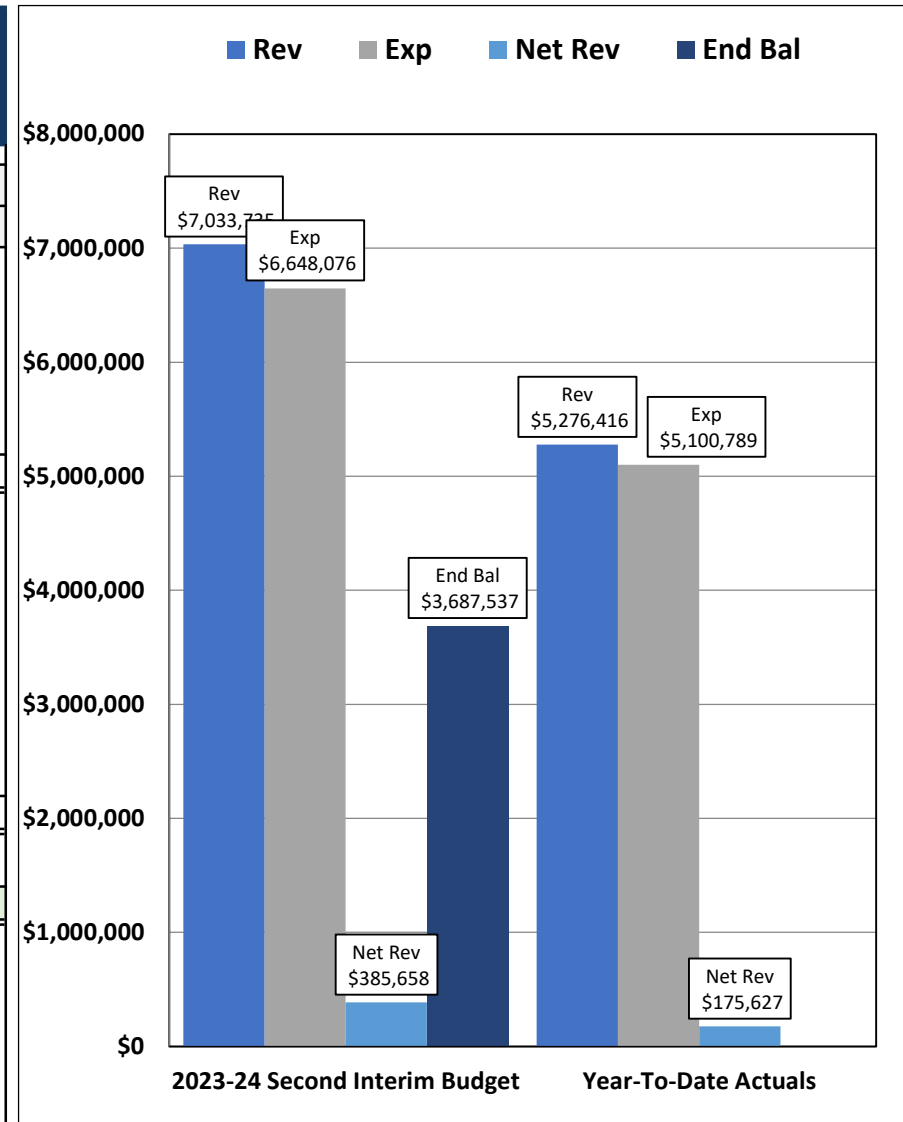
# Manzanita Public Charter School

## 2023-24 Monthly Financial Update



**Manzanita Public Charter School**  
**2023-24 Monthly Financial Update**  
**BUDGET SUMMARY**

	2023-24 Second Interim Budget	Year-To-Date Actuals	% of Budget
<b>Projected Enrollment:</b>	<b>459</b>	-	-
<b>Projected P-2 ADA:</b>	<b>425.00</b>	-	-
<b>Revenues:</b>			
General Purpose Entitlement	\$ 5,027,080	\$ 3,650,821	73%
Federal Revenue	919,457	740,332	81%
Other State Revenue	954,701	829,974	87%
Other Local Revenue	132,498	55,289	42%
<b>TTL Revenues</b>	<b>\$ 7,033,735</b>	<b>\$ 5,276,416</b>	<b>75%</b>
<b>Expenditures:</b>			
Certificated Salaries	\$ 2,966,386	\$ 2,459,126	83%
Non-Certificated Salaries	656,603	589,044	90%
Benefits	1,225,386	824,042	67%
Books/Supplies/Materials	278,757	178,499	64%
Services/Operations	1,515,444	1,045,100	69%
Capital Outlay	-	-	0%
Other Outgo	5,500	4,979	91%
<b>TTL Expenditures</b>	<b>\$ 6,648,076</b>	<b>\$ 5,100,789</b>	<b>77%</b>
<b>Net Revenues</b>	<b>\$ 385,658</b>	<b>\$ 175,627</b>	<b>46%</b>
<b>Beginning Balance July 1</b>	<b>\$ 3,301,879</b>		
<b>Ending Balance June 30</b>	<b>\$ 3,687,537</b>		
<b>Ending Balance as % of Exp:</b>	<b>55.5%</b>		



**Manzanita Public Charter School**  
**2023-24 Monthly Financial Update**  
**BUDGET DETAIL & PRIOR YEAR COMPARISON**

Description	2023-24 Second Interim Budget	Year-To- Date Actuals 04/30/24	Change From Prior Cycle	Notes/Com ments
Average Daily Attendance (P-2)	425.00		-	
<b>REVENUES</b>				
<b>General Purpose Entitlement</b>				
8011 General Purpose Block Grant	2,477,618	1,667,957	67%	
8012 Education Protection Account	1,301,432	1,105,668	85%	
8096 Funding in Lieu of Property Tax	1,248,030	888,336	71%	
<b>TTL General Purpose Entitlement</b>	<b>5,027,080</b>	<b>3,650,821</b>	<b>73%</b>	
<b>Federal Revenue</b>				
8110 Maintenance and Operations	-	-	0%	
8181 Federal IDEA SpEd Revenue	62,359	-	0%	
8290 Other Federal Revenue	857,098	740,332	86%	
<b>TTL Federal Revenue</b>	<b>919,457</b>	<b>740,332</b>	<b>86%</b>	
<b>Other State Revenue</b>				
8311 AB602 State SpEd Revenue	376,932	232,655	62%	
8550 Mandated Cost Reimbursement	8,431	8,391	100%	
8560 State Lottery Revenue	104,991	73,779	70%	
8565 Prior Year Lottery Revenue	37,974	37,974	100%	
8590 Other State Revenue	426,372	477,174	112%	
<b>TTL Other State Revenue</b>	<b>954,701</b>	<b>829,974</b>	<b>87%</b>	
<b>Other Local Revenue</b>				
8660 Interest Income	34,949	34,949	100%	
8698 Other Revenue (Suspense)	43,801	-	0%	
8699 Other Revenue	53,748	62,521	116%	
<b>TTL Other Local Revenue</b>	<b>132,498</b>	<b>97,470</b>	<b>74%</b>	
<b>TTL REVENUES</b>	<b>7,033,735</b>	<b>5,318,597</b>	<b>76%</b>	



**Manzanita Public Charter School**  
**2023-24 Monthly Financial Update**  
**BUDGET DETAIL & PRIOR YEAR COMPARISON**

Description	2023-24 Second Interim Budget	Year-To- Date Actuals 04/30/24	Change From Prior Cycle	Notes/Com ments
<b>EXPENDITURES</b>				
<b>1000 - Certificated Salaries</b>				
1100 Teacher Compensation	2,233,909	1,879,186	84%	
1140 Teacher Stipends/Extra Duty	61,360	22,567	37%	
1150 Teacher Stipends/Extra Duty	39,238	36,495	93%	
1200 Student Support	254,043	204,124	80%	
1250 Support Stipends/Extra Duty	10,400	1,227	12%	
1300 Certificated Administrators	350,103	288,303	82%	
1350 Administrator Stipends/Extra Duty	17,333	27,225	157%	
<b>TTL Certificated Salaries</b>	<b>2,966,386</b>	<b>2,459,126</b>	<b>83%</b>	
<b>2000 - Non - Certificated Salaries</b>				
2100 Instructional Aides	255,188	224,139	88%	
2150 Instructional Aides Stipends	5,500	8,993	164%	
2200 Pupil Support Administration	77,703	76,030	98%	
2250 Pupil Support Stipends	-	-	0%	
2300 Classified Administrators	79,451	69,301	87%	
2400 Clerical & Technical Staff	234,157	196,564	84%	
2450 Clerical & Technical Stipends	4,605	5,892	128%	
<b>TTL Non - Certificated Salaries</b>	<b>656,603</b>	<b>589,044</b>	<b>90%</b>	
<b>3000 - Employee Benefits</b>				
3101 STRS Certificated	642,882	415,898	65%	
3202 403B Classified	59,338	-	0%	
3301 OASDI/Medicare	93,166	79,966	86%	
3302 OASDI/Medicare	77	-	0%	
3401 Health Care Certificated	315,276	222,285	71%	
3402 Health Care Classified	46,395	47,397	102%	
3501 Unemployment Insurance	17,899	1,463	8%	
3502 Unemployment Insurance	157	-	0%	
3601 Workers' Comp Certificated	29,366	23,798	81%	
3602 Workers' Comp Classified	5,752	5,699	99%	
3902 Other Benefits Class	-	27,536	0%	
<b>TTL Employee Benefits</b>	<b>1,225,386</b>	<b>824,042</b>	<b>67%</b>	

**Manzanita Public Charter School**  
**2023-24 Monthly Financial Update**  
**BUDGET DETAIL & PRIOR YEAR COMPARISON**

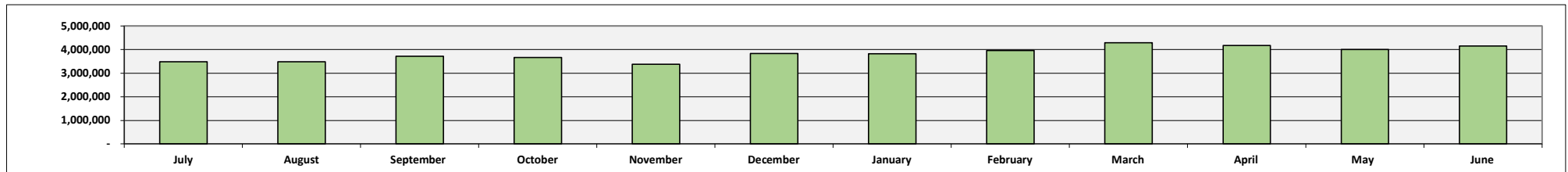
Description	2023-24 Second Interim Budget	Year-To- Date Actuals 04/30/24	Change From Prior Cycle	Notes/Com ments
<b>4000 - Books/Supplies/Materials</b>				
4100 Textbooks & Core Curriculum	13,167	13,188	100%	
4200 Other Reference Materials	15,000	9,384	63%	
4310 Materials & Supplies	181,590	140,258	77%	
4400 Non - Capitalized Equipment	69,000	50,368	73%	
<b>TTL Books/Supplies/Materials</b>	<b>278,757</b>	<b>213,301</b>	<b>77%</b>	
<b>5000 - Services &amp; Operations</b>				
5100 Subagreements For Services	-	109,366		
5200 Travel & Conferences	29,000	6,629	23%	
5300 Dues & Memberships	5,500	5,091	93%	
5400 Insurance	35,000	26,931	77%	
5500 Operations & Housekeeping	45,000	65,241	145%	
5540 Field Trip Expenses from Func	4,530	-	0%	
5610 Facility Rents & Leases	36,500	21,607	59%	
5620 Equipment Leases	18,000	16,225	90%	
5800 Professional Services - Non -	311,636	109,766	35%	
5810 Legal	3,000	7,927	264%	
5811 Attendance Software	15,000	700	5%	
5813 Transportation	678,030	528,060	78%	
5819 Student Assemblies and Even	5,228	5,228	100%	
5820 Audit & CPA	20,000	-	0%	
5825 DMS Business Services	147,708	132,637	90%	
5850 Oversight Fees	150,812	-	0%	
5860 Service Fees	500	451	90%	
5900 Communications	5,500	7,398	135%	
5930 Postage	4,500	1,619	36%	
<b>TTL Services &amp; Operations</b>	<b>1,515,444</b>	<b>1,056,695</b>	<b>70%</b>	
<b>6000 - Capital Outlay</b>				
6900 Depreciation	-	-	0%	
<b>TTL Capital Outlay</b>	<b>-</b>	<b>-</b>	<b>0%</b>	

**Manzanita Public Charter School**  
**2023-24 Monthly Financial Update**  
**BUDGET DETAIL & PRIOR YEAR COMPARISON**

Description	2023-24 Second Interim Budget	Year-To- Date Actuals 04/30/24	Change From Prior Cycle	Notes/Com ments
<b>7000 - Other Outgo</b>				
7141 Other Payments to Districts	5,500	4,979	0%	
<b>TTL Other Outgo</b>	<b>5,500</b>	<b>4,979</b>	<b>0%</b>	
<b>TTL EXPENDITURES</b>	<b>6,648,076</b>	<b>5,147,187</b>	<b>77%</b>	
<b>Revenues less Expenditures</b>	<b>385,658</b>	<b>171,409</b>	<b>-</b>	
<b>Beginning Fund Balance</b>	<b>3,330,707</b>			
<b>Net Revenues</b>	<b>385,658</b>			
<b>ENDING BALANCE</b>	<b>3,716,365</b>			
<b>ENDING BALANCE AS % OF OUTGO</b>	<b>55.9%</b>			

**Manzanita Public Charter School**  
**2023-24 Monthly Financial Update**  
**2023-24 Projected Monthly Cash Flow Statement**

Description	2023-24 Monthly Financial Update	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total For Year
<b>BEGINNING CASH</b>		<b>3,425,470</b>	<b>3,488,403</b>	<b>3,478,901</b>	<b>3,725,098</b>	<b>3,660,394</b>	<b>3,382,705</b>	<b>3,836,238</b>	<b>3,824,841</b>	<b>3,963,174</b>	<b>4,299,588</b>	<b>4,182,014</b>	<b>3,999,392</b>	<b>4,148,055</b>	<b>3,425,470</b>
<b>CASH INFLOWS</b>															
<b>REVENUES</b>															
LCFF State Aid	2,477,618	145,830	145,830	257,504	184,245	222,716	222,716	222,716	195,077	71,323	239,963	239,963	239,963	89,772	2,477,618
Education Protection Account	1,301,432	-	-	325,159	-	-	325,159	-	-	455,350	-	-	195,764	-	1,301,432
Prior Year Adjustments	-	-	-	-	-	-	-	-	-	(11,140)	-	-	-	11,140	-
In-Lieu-Of Property Taxes	1,248,030	-	-	-	-	-	520,749	-	362,017	5,570	121,213	-	121,213	117,267	1,248,030
Federal Revenues	919,457	-	-	21,536	2,384	49,730	37,199	255,285	3,001	242,144	129,053	109,053	69,053	1,019	919,457
Other State Revenues	954,701	11,678	11,678	53,667	147,088	69,755	104,968	60,669	73,905	331,514	0	50,000	25,000	14,778	954,701
Other Local Revenues	132,498	7,037	43,801	911	22,077	13,765	17,143	16,778	11,380	(70,871)	500	5,000	5,000	59,976	132,498
<b>TTL CASH INFLOWS</b>	<b>7,033,735</b>	<b>164,545</b>	<b>201,309</b>	<b>658,777</b>	<b>355,794</b>	<b>355,966</b>	<b>1,227,934</b>	<b>555,449</b>	<b>645,380</b>	<b>1,023,889</b>	<b>490,730</b>	<b>404,016</b>	<b>655,993</b>	<b>293,952</b>	<b>7,033,735</b>
<b>EXPENDITURES</b>															
All Certificated Salaries	2,966,386	28,424	226,953	259,954	264,051	358,762	263,767	242,479	242,479	308,252	264,005	245,913	245,913	15,435	2,966,386
All Classified Salaries	656,603	11,944	41,096	62,772	61,384	116,341	61,044	38,369	38,369	103,672	54,053	58,904	58,904	(50,249)	656,603
All Benefits	1,225,386	10,137	100,083	90,254	88,939	93,885	88,891	81,604	94,990	88,622	86,638	82,404	103,097	215,843	1,225,386
All Materials & Supplies	278,757	44,170	27,879	25,662	28,630	5,507	29,527	21,795	21,795	(5,872)	44,810	21,330	21,330	22,795	278,757
All Services and Operations	1,515,444	40,360	39,400	36,230	27,717	36,175	311,477	109,087	109,087	188,363	158,799	177,760	77,760	203,229	1,515,444
All Capital Outlay/Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
All Other Outgo	5,500	138	181	326	326	1,614	639	639	326	790	-	326	326	(131)	5,500
<b>TTL CASH OUTFLOWS</b>	<b>6,648,076</b>	<b>135,172</b>	<b>435,591</b>	<b>475,198</b>	<b>471,047</b>	<b>612,283</b>	<b>755,346</b>	<b>463,372</b>	<b>507,047</b>	<b>683,827</b>	<b>608,305</b>	<b>586,637</b>	<b>507,330</b>	<b>406,922</b>	<b>6,648,076</b>
<b>NET REVENUES</b>	<b>385,659</b>														<b>385,659</b>
Accounts Receivable (net change)		528,488	151,364	39,750	9,852	(51)	492	-							729,895
Accounts Payable (net change)		-	-	-	-	-	-	-							-
Fixed Asset Acquisitions		(494,928)	73,415	22,868	40,697	(21,321)	2,251	109,989							(267,030)
Other Cash Inflows/Outflows		-	-	-	-	-	(21,797)	(213,463)		(3,648)					(238,908)
<b>NET INFLOWS/OUTFLOWS</b>		<b>33,560</b>	<b>224,779</b>	<b>62,618</b>	<b>50,549</b>	<b>(21,372)</b>	<b>(19,055)</b>	<b>(103,474)</b>	<b>-</b>	<b>(3,648)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>223,958</b>
<b>ENDING CASH BALANCE</b>		<b>3,488,403</b>	<b>3,478,901</b>	<b>3,725,098</b>	<b>3,660,394</b>	<b>3,382,705</b>	<b>3,836,238</b>	<b>3,824,841</b>	<b>3,963,174</b>	<b>4,299,588</b>	<b>4,182,014</b>	<b>3,999,392</b>	<b>4,148,055</b>		
Days Cash On Hand		192	191	205	201	186	211	210	218	236	230	220	228		



\*April Preclose subject to change



**CALIFORNIA**  
**BANK OF COMMERCE**

# Charter School Banking Public Sector Division

Vanessa Ryan – Executive Vice President Director  
Public Sector Banking

2024

## Option #1:

- Loan Type: Revolving Line of Credit - \$1.5MM
- Purpose: Support working capital needs should deferments occur
- Security: Secure with LCFF apportionments (\$3mm with intercept); 50% margin
- Term: One year term, renewable annually
- Rate: Relationship Pricing - Prime + 0.00%
- Documentation: Attorney prepared documents, at the cost of the charter school
- Fee: Waived loan fee & non-usage fee with primary operating banking account banking relationship; deposit account interest rates and deposit pricing to be reviewed

## Option #2:

- Loan Type: Revolving Line of Credit - \$1.5MM
- Purpose: Support working capital needs should deferments occur
- Security: Secure with LCFF apportionments (\$3mm with intercept); 50% margin
- Term: One year term, renewable annually
- Rate: Relationship Pricing - Prime + 0.25%
- Documentation: Attorney prepared documents, a the cost of the charter school
- Fee: \$3,750 loan fee, banking relationship equal to \$1.5MM in deposits; deposit account interest rates and deposit pricing to be reviewed



State of California  
Commission on Teacher Credentialing  
Certification Division  
1900 Capitol Avenue  
Sacramento, CA 95811-4213

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

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

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

### FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: \_\_\_\_\_ District CDS Code: \_\_\_\_\_

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

By submitting this annual declaration, the district is certifying the following:

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

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_ certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

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

Submitted by (Superintendent, Board Secretary, or Designee):

\_\_\_\_\_  
*Name* *Signature* *Title*

\_\_\_\_\_  
*Fax Number* *Telephone Number* *Date*

\_\_\_\_\_  
*Mailing Address*

\_\_\_\_\_  
*E-Mail Address*

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL AGENCY

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

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

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

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

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

Submitted by Superintendent, Director, or Designee:

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

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

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

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

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

**Type of Emergency Permit**

**Estimated Number Needed**

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

\_\_\_\_\_

Bilingual Authorization (applicant already holds teaching credential)

\_\_\_\_\_

List target language(s) for bilingual authorization:

\_\_\_\_\_

Resource Specialist

\_\_\_\_\_

Teacher Librarian Services

\_\_\_\_\_

Emergency Transitional Kindergarten (ETK)

\_\_\_\_\_

**LIMITED ASSIGNMENT PERMITS**

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



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

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

#### Authorizations for Single Subject Limited Assignment Permits

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	
Art		Music	
Business		Physical Education	
Dance		Science: Biological Sciences	
English		Science: Chemistry	
Foundational-Level Math		Science: Geoscience	
Foundational-Level Science		Science: Physics	
Health		Social Science	
Home Economics		Theater	
Industrial & Technology Education		World Languages (specify)	

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

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

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

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

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

Has your agency established a District Intern program?	Yes	No
--	-----	----

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

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

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

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

---



---



---

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

---



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District / Charter

**CERTIFICATION OF SIGNATURES**

As clerk/secretary to the governing board of the above-named district, I certify that the signatures shown below in **Column 1** are the verified signatures of the members of the governing board. I certify that the signatures shown in **Column 2** are the verified signatures of the person or persons authorized to sign notices of employment, contracts and orders drawn on the funds of the district. These certifications are made in accordance with the provisions of Education Code Sections:

- **K-12 Districts:** 35143, 42632, and 42633, 17604

If persons authorized to sign orders as shown in **Column 2** are unable to do so, the law requires the signatures of the majority of the governing board.

These approved signatures are valid for the period of: \_\_\_\_\_ to \_\_\_\_\_  
In accordance with governing board approval dated \_\_\_\_\_ 20\_\_\_\_.

Signature \_\_\_\_\_  
Clerk or Secretary of the Board

Typed Name \_\_\_\_\_  
Clerk or Secretary of the Board

**NOTE:** Please TYPE name under signature.

Column 1 Signatures of Members of the Governing Board  If the Board has given special instructions for signing warrants or orders, please attach a copy of the resolution to this form.	Column 2 <b>Note for Escape Financial System Users:</b> The district must have an active employee with access to Escape in order to authorize accounts payable. This form is needed in order to grant activity permissions necessary to authorize payments in Escape.	Act as District Agents / Contracts	Payments / Warrants	Payroll	Offers of Employment
SIGNATURE	SIGNATURE				
TYPED NAME	TYPED NAME				
<b>President of the Board of Trustees/Education</b>	<b>TITLE</b>				
SIGNATURE	SIGNATURE				
TYPED NAME	TYPED NAME				
<b>Vice President of the Board of Trustees/Education</b>	<b>TITLE</b>				
SIGNATURE	SIGNATURE				
TYPED NAME	TYPED NAME				
<b>Clerk of the Board of Trustees/Education</b>	<b>TITLE</b>				
SIGNATURE	SIGNATURE				
TYPED NAME	TYPED NAME				
<b>Member of the Board of Trustees/Education</b>	<b>TITLE</b>				
SIGNATURE	SIGNATURE				
TYPED NAME	TYPED NAME				
<b>Member of the Board of Trustees/Education</b>	<b>TITLE</b>				
SIGNATURE	SIGNATURE				
TYPED NAME	TYPED NAME				
<b>Member of the Board of Trustees/Education</b>	<b>TITLE</b>				
SIGNATURE	SIGNATURE				
TYPED NAME	TYPED NAME				
<b>Member of the Board of Trustees/Education</b>	<b>TITLE SECRETARY (per EC1010, the Superintendent)</b>				

SPACE USE AGREEMENT BETWEEN  
Manzanita Charter School AND  
Allan Hancock Community College District

THIS Agreement is made and entered into by and between Manzanita Charter School (the Charter School) located at Vandenberg Space Force Base (SFB), CA and Allan Hancock Joint Community College District (the District) located in Santa Maria, CA.

WHEREAS Manzanita Charter School and the District are interested in forging stronger ties between the two organizations to benefit the students of Santa Barbara County;

WHEREAS Manzanita Charter School desires to expand its capacity and requires additional space as they upgrade their campus;

WHEREAS Manzanita Charter School and the District believe a strong partnership between the two organizations will open up future opportunities for the Charter School students by making them aware of and comfortable with the operations of a college campus;

NOW THEREFORE, the parties agree as follows:

**1. PROGRAM**

The Charter School will use the District's facilities as detailed in Appendix A (hereinafter referred to as the "Premises") to provide an on-site program and classes for the Charter School programs. In the first year of this agreement, the Charter School has the option to use one classroom and one office. The Charter School will notify the District in writing of their intent to use the single classroom in the first year of the agreement, no later than May 31, 2024. Failure to notify the district by May 31, 2024, will result in the space not being available until year two of the agreement. In the second year of the agreement, the Charter School intends to use two classrooms and an office. In subsequent years of the agreement, the Charter School may request additional classroom space, which will be provided by the District, at the sole discretion of the District, as such space is available. Any additional space usage must be mutually approved in writing by the District and the Charter School. The District will also provide the following use and access to the Premises.

**2. COLLEGE FACILITIES and POLICIES**

- A. The District will provide space for classrooms, a morning recess outdoor use area (map at Appendix B) and an office to support the Charter School needs. See Appendix A for a list of spaces provided. All spaces will be provided as is with existing furniture and other equipment and devices. The outdoor use space will be provided as is; any upgrades to the outdoor space must be submitted to the District for review by the District in writing prior to implementation or installation on the Premises and may be approved by the District, at the District's sole discretion and will be funded by the Charter School.
- B. All Charter School students, teachers and staff shall comply with District Policies and Procedures. The Charter School employees will be subject only to the Charter School human resources policies and other pertinent Charter School guidelines and policies.

### 3. **CLASSROOM SUPPORT**

The District will provide existing audio visual and other classroom equipment to support those classrooms. No additional used or new equipment will be provided, unless approved by the District and funded by the Charter School. Services, such as internet maintenance, and facilities maintenance will be provided as required for the support of instruction for the Charter School staff and teachers, in accordance with mutually agreeable terms and conditions to be developed by District and the Charter School as the need for such service may arise.

### 4. **FACILITY USAGE FOR THE CHARTER SCHOOL ACADEMIC FUNCTIONS**

In addition to an office and classrooms, the District will provide access to parking and security in an area to be designated by District . The following will be provided at the same level as for the District staff and will include but not be limited to:

- A. Use of IT services to support effective classroom teaching (see item 6, below).
- B. Utilities including heat, lights and custodial services are provided at the same level and frequency as other District offices and classrooms. The Charter School office and staff will comply, operational needs permitting, with the District's Energy Conservation policies.
- C. Parking services for Charter School teachers, staff, and visitors. Persons utilizing these services will be individually responsible for fees associated with this use.
- D. Safety and Security Services for the Charter School staff, teachers, students, and visitors.
- E. A suitable drop-off and pickup spot for Charter School buses.

### 5. **Charter School Responsibilities**

The Charter School will be solely responsible for the safety, supervision and care of their students and shall oversee and manage their students conduct and discipline. The Charter School responsibilities include, but are not limited to:

- A. Ensuring students are supervised at all times by employees of the Charter School. This includes, but is not limited to, times when the students are outside for breaks, use the restrooms, and walk to and from the bus drop off/pickup spot.
- B. If web-based services are desired, informing parents and guardians of the students attending the Charter School and other constituents that the District internet is not monitored nor screened for content that may not be suitable for minor children.
- C. The Charter School will determine accommodations for Charter School students taking classes at/on District property. A Charter School staff member will provide support services, as needed. The Charter School will promptly inform the District of any disability needs for students, staff and teachers and provide funding for any facility or technology needs that may be required for reasonable accommodation of a student, staff or teacher's disability that exceed what is currently provided by the District or the Charter School.
- D. Ensuring students, staff and teachers comply with Charter School and District conduct guidelines.
- E. Provide to the District a list of names and contact numbers of Charter School employees authorized by the Charter School to be on or at the District's facilities. The list will be updated if/when additional employees are authorized or when authorization is removed by the Charter School.
- F. Sole responsibility for and oversight of Charter School students and employees and

any medical needs or medication storage and distribution.

## **6. TECHNOLOGY TOOLS**

- A. The District will provide access to technology tools for Charter School students, teachers, and staff to the same extent that they are available to District students, faculty, and staff. This includes, but is not limited to:
  - 1) Internet access to web-based services for Charter School teachers, staff and students.
  - 2) Technical assistance in the use of campus-based computing, network, and media equipment.
  - 3) Communicating in a timely and collaborative way with the Charter School Office of Information Technology to assure connectivity between the District and the Charter School, if needed.

## **7. SAFETY OF MINORS**

- A. The Charter School shall take all appropriate steps to protect the safety of any minors (persons under the age of 18) and/or other individuals requiring assistance (e.g., disabled, elderly, etc.), present on District Premises during the Charter School's use of District Property (collectively the "Minors"). At all times the Charter School is on District Property, the Charter School shall provide an adult employee for supervision and care of Minors who shall ensure their compliance with all District policies, rules, and regulations ("Site Supervisor"). The Charter School shall conduct California Department of Justice fingerprint screening and criminal background checks on all employees providing supervision, care and, or instruction to minors in accordance with California Education Code Sections 44830.1 et. seq., pursuant to this Section and shall ensure any such adult Site Supervisor has no prior criminal record as set forth in the paragraph below. The Site Supervisor's sole responsibility is to chaperone the Minors and ensure they are not alone or a nuisance to any District function. The Site Supervisor must be Charter School employee and must not be performing other duties concurrently. The Site Supervisor shall not allow Minors to roam District Property, facilities, outdoor areas, construction sites, etc., and must ensure they remain under the Charter School's supervision at all times. In the event District is made aware that any Minors are not being supervised and/or are not abiding by District policies, rules and regulations, District may terminate this Agreement immediately. The Charter School shall promptly address all incidents involving misconduct by its employees, agents, representatives, guests, Minors, or invitees. The Charter School shall indemnify, defend, and hold the District harmless from all claims, liabilities, damages, or judgments involving a third party, including District's costs and attorneys' fees, which arise as a result of The Charter School's failure to meet any of its obligations herein. This Section shall survive the expiration or termination of this Agreement.
- B. The Charter School shall require fingerprints to be obtained and backgrounds checks to be performed on all The Charter School employees and others interacting with Minors on District Property, in accordance with applicable law.. The Charter School must receive confirmation that these individuals have not been convicted of a serious or violent felony before they are allowed to provide services at the District Property. The Charter School shall notify District in writing immediately if any employee authorized

- by the Charter School to be on District Property is charged with any felony during the Term of this Agreement in which case District may terminate this Agreement immediately. District shall not be held responsible for failure to meet any of the fingerprinting or background check requirements of the Charter School. The Charter School shall be responsible for payment of all fingerprinting services. The Charter School shall also ensure that all Charter School employees attend training to prevent abuse and misconduct including, but not limited to, mandatory reporting, sexual misconduct awareness, and emotional and physical misconduct education. The Charter School agrees to indemnify, defend, and hold harmless District from any claims, damages, harms, and costs, including legal and processing fees, arising from the requirements of this Section.
- C. The Charter School is responsible for notifying the parents or legal guardians of any student regarding any incident or illness of the student and shall provide written notification to District of any such incident as soon as possible, but no later than twenty-four (24) hours after the incident. The Charter School shall be solely responsible for the safety of all employees, invitees, participants, and guests (including Minors) during use of the District Property and shall defend, indemnify, and hold harmless District from and against any claims, suits, and/or liability arising out of the Charter School's use of the District Property in accordance with the indemnity provision herein, including District's attorney's fees, in all instances where Charter School has promised to defend, indemnify and hold the District harmless from claims, suits and, or liability..
  - D. The Charter School shall be solely responsible to view or review the content of the program or material, equipment, supplies, or physical product to be presented to Minors (collectively "Materials"), and to evaluate and determine the appropriateness of the Materials for Minors prior to Minor participation. The Charter School shall defend, indemnify, and hold harmless District from any claim, harm, damage or cost arising from any Materials or incident.
  - E. The Charter School shall require the parent/guardian of all Minors using the District Property to sign a District waiver pursuant to the form provided to the Charter School by District ("Waiver"). The Charter School shall not allow any Minor to use the District Property until after The Charter School's receipt of a signed Waiver. Prior to the start of each session, The Charter School agrees to submit the signed Waivers to District's Risk Management department. In the event the Charter School fails to submit signed waivers to District, District may terminate this Agreement immediately. In the event the Charter School fails to obtain a signed Waiver from any Minor, the Charter School shall be liable for any cost, claim, damage, or harm resulting from or by the Minor. Nothing in the Waiver shall be construed as reducing or eliminating The Charter School's indemnification obligations as set forth in this Agreement.
  - F. In the event District is made aware that: Minors are not being supervised; Minors are not abiding by District policies, rules and regulations; and/or the Charter School has not followed the terms of this Section and/or Agreement, District may terminate this Agreement immediately, in its sole discretion.

**8. STUDENT RESPONSIBILITIES**

Students of the Charter School will be subject to the rules, regulations, requirements, policies, conduct code, and privileges of the Charter School for all matters related to their activities and participation at the Charter School, including academic, professional, and disciplinary matters. The students are also subject to Charter School conduct guidelines. Charter School students are not subject to the District's general conduct codes.

**9. SHARING OF INFORMATION**

The Charter School will provide information necessary, and as requested by the District, to enable the effective operation and management of District property and this Agreement.

**10. NONDISCRIMINATION**

During the performance of this Agreement, the parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. Neither party will discriminate, to the extent required by state or federal law, on the basis of race, creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, status as a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran or the presence of any sensory, mental or physical disability.

**11. NOTICES**

The Charter School and the District appoint the following agents to be responsible for any receipt of required notices, to manage the administration of this Agreement and to serve as fiscal agents for billing, invoicing, collections, and disbursements of all funding associated with this Agreement. These representatives or their designees will meet at mutually agreed upon intervals to ensure the smooth operation of this Agreement. All notices, demands, requests, or other communications required to be given or sent, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery, addressed as follows:

Allan Hancock Community College District  
Attn: Assoc Superintendent/Vice President of Finance and Administration  
Dennis Curran  
800 S College Dr  
Santa Maria, CA 93454

Manzanita Charter School  
Attn: NAME AND TITLE  
ADDRESS  
CITY, STATE ZIP

Each party must designate a change of address by notice in writing, which includes email. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful email or facsimile transmission.

**12. TERM OF AGREEMENT**



The duration of this Agreement is three (3) years with an option to renew as mutually agreed in one-year increments, for up to two additional years.

### **13. TERMINATION OF AGREEMENT**

This Agreement can be terminated within the initial three (3) year term by mutual agreement, upon written notice prior to the end of December of each year, with termination to occur with not less than 90 days notice.

### **14. INSURANCE REQUIREMENTS**

The Charter School agrees to maintain, in full force and effect, at Charter School's expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher:

- A. Commercial General Liability insurance naming District and the District's Board of Trustees as an Additional Insured, with limits of not less than One Million Dollars (\$1,000,000) including bodily injury (including, but not limited to, injuries sustained as a result of an offense directly or indirectly related to Charter School's employee, student or Charter School's third-party representative including assault or abuse, molestation, sexual or otherwise), broad form property damage and blanket contractual liability, written on an "occurrence" basis;
- B. Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence;
- C. Workers' Compensation insurance as required by statutory insurance requirement of the State of California covering all Charter School personnel on the District's premises during the term of the District Property use whether said personnel are employed by the Charter School or supplied by persons or entities other than the district; and
- D. Automobile liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).
- E. The Charter School shall deliver Certificate(s) of Insurance along with a copy of the Additional Insured Enforcement at least 48 hours in advance of the Charter School's use of the District Property or this Agreement will automatically be canceled.
- F. The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.

### **15. Release, Indemnification and Hold Harmless**

The Charter School agrees to indemnify, defend, and hold harmless District, its affiliates, subsidiaries, authorized representatives, directors, officers, agents, and employees against all liability for any costs, damages, judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding, claim, demand or action of any kind arising out of the use of District Property by the Charter School or any action taken as a result of this Agreement made or suffered by any person or entity, including, but not limited to, any person attending a Charter School event, any person using the District Property at the direction of the Charter School (including Charter School employees, guests which include third parties hired by the Charter School to perform any activity on or around the District Property), or the District. This duty to defend and indemnify includes, but not limited to, any liability for damages related to:

- A. Death or bodily injury to any person while using, attending, or traveling to or from the

District Property for any Charter School event regardless of the claimed cause of the death or injury;

- B. Injury to, loss or theft of property incurred during, or as the result of, the use of the District Property by the Charter School regardless of the claimed cause of the loss;
- C. Any failure or alleged failure by the Charter School or any student, staff, teacher, visitor or other attendee of a Charter School event to comply with any provision of law, District Board policy or rules and regulations applicable to the District Property;
- D. Any failure or alleged failure of the Charter School to meet its obligations and responsibilities as set forth in this Agreement; or
- E. Any other loss, damage or expense arising under either A, B, C, or D above, sustained by the Charter School, the District, or any person or entity entering the District Property to attend a Charter School event conducted pursuant to this Agreement, except for liability resulting from the sole and active negligence of the District.

**16. ADA COMPLIANCE**

Both parties certify that they will comply with the Americans with Disability Act of 1990, as amended, with regard to programs, services, activities and employment practices.

**17. CLERY ACT COMPLIANCE**

The Charter School agrees to cooperate with the District for reporting Clery Act Crimes, in accordance with, [20 U.S.C. § 1092\(f\)](#) and [34 CFR 668.46](#), relative to the Charter School's operations on the District's property.

**19. SEVERABILITY**

If any provision of this contract violates any statute or rule of law of the State of California, it is considered modified to conform to that statute or rule of law.

**20. APPLICABLE LAW**

This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

**21. ENTIRE AGREEMENT**

This Agreement, including referenced Appendices, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed part hereof.

**22. MODIFICATION OF AGREEMENT**

This Agreement and its incorporated appendices may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**23. ARBITRATION OF DISPUTES**

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Santa

Barbara County before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

This Agreement, consisting of 25 pages and eight appendices, is executed by the persons signing below, who warrant that they have the authority to execute the Agreement.

Manzanita Charter School

Allan Hancock Community College District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Name  
Title

Attachments:

Appendix A: Office and Classroom Use Agreement

Appendix B: Map of Outdoor Use Area

## APPENDIX A

### Office and Classroom Use Agreement

#### 1. PREMISES

The District agrees to allow the Charter School the use of the following described premises:

At the Lompoc Valley Campus:

Year 1 – 3: one office

Year 1: one classroom

Year 2: two classrooms

Year 3: four classrooms

An outdoor space (specified in Appendix B) for morning outdoor use for the students

Except in cases of natural disaster, should the described premises become unavailable to the Charter School for any reason, The District agrees to provide similar accommodations to the Charter School. Except in cases of natural disaster, The Charter School will be notified by THE DISTRICT of any need to alter or adjust the premises occupied by the Charter School in writing at least ninety (90) days prior to the occupied space needing to be vacated. THE DISTRICT agrees to assist the Charter School in the movement of furniture, computer equipment, office equipment, files, books, and published materials from occupied spaces to new facilities without additional costs to the Charter School.

#### 2. USE FEES

The use fees shall be payable in monthly installments at the rate listed below. Payment shall be at the end of each month upon submission of properly executed vouchers. The Charter School agrees that should this agreement go beyond June 30, 2027, the Charter School will adjust the use fee by an increase of 4% per year.

<u>Rooms</u>	<u>Use Period</u>	<u>Monthly Use Fee</u>
One Office	July 1, 2024 – June 30, 2027	\$500.00
One classroom	July 1, 2024 – June 30, 2025 (for use Monday through Friday from 7:30am to 12:30pm)	\$1,500.00
Two Classrooms	July 1, 2025 – June 30, 2026 (for use Monday through Friday from 7:30am to 12:30pm)	\$3,000.00
Four Classrooms	July 1, 2026 – June 30, 2027 (for use Monday through Friday from 7:30am to 12:30pm)	\$6,000.00

#### 3. EXPENSES

During the term of this Agreement, THE DISTRICT shall pay for all expenses associated with the operation of the building including: utilities, heat, electricity, gas, telephone, data lines, water, sewer, garbage disposal, elevator service, custodial in public areas, custodial in offices and classrooms provided at the same level and frequency as other college offices and classrooms, parking for the Charter School teachers, staff and visitors at the same level and rates as those of THE DISTRICT, real estate taxes, property assessments, insurance, lawn and ground maintenance, exterior and structural maintenance, heating and air conditioning maintenance and

plumbing maintenance. THE DISTRICT shall maintain the premises in good repair and tenantable condition during the continuance of this Agreement.

**4. USE**

The Charter School shall occupy and use the premises for on-site programs, classrooms, and general office use. The premises will not be used for any other purpose without the written consent of THE DISTRICT. In no event will the Charter School use the premises for any purpose which is unlawful or a nuisance.

**5. SIGNS**

The Charter School shall be allowed to post signage on internal office and classroom space. External signage must conform with THE DISTRICT's policies and procedures and must be approved, in writing, by THE DISTRICT.

**6. ACCESS**

THE DISTRICT will provide keys or access to space utilized by the Charter School upon occupancy. Requests to rekey will require prior approval and coordination with THE DISTRICT. Rekeying shall be done only by THE DISTRICT and costs shall be paid for by the Charter School.

**7. HAZARDOUS SUBSTANCES**

THE DISTRICT warrants they are a small quantity generator of hazardous substances and, to their knowledge, no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby leased which if found on the property would subject THE DISTRICT to any damages, penalty, or liability under any applicable local, state or federal law or regulation.

The Charter School agrees that it will not keep on or around the leased premises for use, disposal, treatment, generation, storage or sale, any substances designated as, or containing components designated as, hazardous, dangerous, toxic, or harmful and/or which are subject to regulation as hazardous substances by any federal, state, or local law. Small quantities of some compounds that are hazardous in large quantities may be allowable under the law. the Charter School will be fully liable to THE DISTRICT for any and all clean-up costs and other charges imposed by any government authority with respect to the Charter School's use, disposal, treatment, generation, storage and/or sale of hazardous substances, in or about the leased premises.

**8. MAINTENANCE**

THE DISTRICT shall maintain the premises in good repair and condition during the continuance of this Agreement as is practicable, except in the case of damage arising from the negligence of the Charter School's students, clients, agents or employees. For the purposes of maintaining and repairing the premises, THE DISTRICT reserves the right at reasonable times to enter and inspect the premises and make any necessary repairs to the space. THE DISTRICT's maintenance and repair obligations shall include, but not be limited to, the mechanical, electrical, interior lighting (including replacements of ballasts, starters and fluorescent tubes as required), plumbing, heating, ventilating and air conditioning systems (including replacement of filters as recommend in equipment service manual), floor coverings, window coverings, elevators (including communications systems), inside and outside walls (including windows and entrance and exit doors), all structural portions of the building, porches, stairways, sidewalks, exterior lighting,

parking lot (including snow removal, cleaning and restriping as required), wheel bumpers, drainage, landscaping and continuous satisfaction of all governmental requirements generally applicable to similar office building in the area (example: fire, building, energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.).

The Charter School shall keep the premises in neat and orderly condition. At the end of the term the Charter School agrees to return the premises to THE DISTRICT in as good a condition as they were at the beginning of the term, reasonable wear and tear excepted.

**9. FIXTURES**

The Charter School may not make any alterations, additions, or changes without the prior written consent of the DISTRICT. Any alterations, additions, or changes will be at the sole cost of the Charter School unless otherwise agreed to in writing between the DISTRICT and the Charter School. All fixed and permanent improvements by the Charter School shall become the property of the DISTRICT and shall be surrendered by the Charter School at the end of the term. The Charter School shall be responsible for the costs of repairing any damage, consistent with fair market value, caused by removal of personal property.

**10. DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES**

The DISTRICT represents that the premises are in fit condition for use by the Charter School on the occupancy date. The Charter School shall surrender the premises at the end of the Agreement term, or any renewal thereof, in the same condition as when the Charter School took possession, allowing for reasonable use and wear.

**11. ACCESS**

The Charter School will allow The DISTRICT or its employees or agents access to the premises at reasonable times to enter and inspect the premises and to perform any necessary custodial, maintenance or repair work.

**12. WAIVER**

Failure by either party to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but party shall have the right to declare any such default at any time thereafter.

**13. LIENS**

The Charter School agrees to keep the Premises free from all liens and charges for any material service supplied at its request. Should any lien be made or filed on the District Property, Charter School shall immediately notify District and Charter School shall bond against or discharge the same within ten (10) days after written request by District.

**14. NON-AVAILABILITY**

In the event the premises listed herein become unavailable, THE DISTRICT agrees to provide the Charter School with equivalent space in a mutually agreed upon campus location.

**15. CLASSROOM OPERATION EXPENSES**

The Charter School will be assessed fees for any special set-up or use of facilities or equipment not covered by the above paragraphs. The Charter will be billed directly by the District.

APPENDIX B  
Outdoor Use Area Map

