



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

## SUPERINTENDENT'S ENROLLMENT REPORT

DATE OF MEETING: WEDNESDAY, SEPTEMBER 15, 2021

	August	September	October	November	December	January	February	March	April	May
Transitional Kinder	13	13								
Kinder	54	56								
First	72	73								
Second	52	52								
Third	70	71								
Fourth	67	65								
Fifth	58	57								
Sixth	60	58								
TOTAL	446	445								

**Manzanita Governance Board  
Unadopted Minutes  
AUGUST 18, 2021**

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

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

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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 Multi-Purpose Room, 991 Mountain View Blvd, VAFB, CA on Wednesday, August 18, 2021 AT 4:00 PM.

**A. Call to Order**

**Time: 4:00 pm**

Pledge of Allegiance

Establish Quorum

6 /6

Opening Comments/Introductions/Welcome Guests

**B. Communications**

Manzanita Public Charter School ("School") welcomes your participation at the School's Board meetings. The purpose of a public meeting of the Board of Directors ("Board") is to conduct the affairs of the School in public. We are pleased that you are in attendance and hope that you will visit these meetings often. Your participation assures us of continuing community interest in our School. To assist you in the ease of speaking/participating in our meetings, the following guidelines are provided:

1. Agendas are available to all audience members at the door to the meeting.
2. "Request to Speak" forms are available in Spanish and English to all audience members who wish to speak on any agenda item(s) or under the general category of "Oral Communications."
3. "Oral Communications" is set aside for members of the audience to raise issues that are not specifically on the agenda. However, due to public meeting laws, the Board can only listen to your issue, not respond or take action. These presentations are limited to three (3) minutes each and total time allotted to non-agenda items will not exceed fifteen (15) minutes. The Board may give direction to staff to respond to your concern or you may be offered the option of returning with a citizen-requested item.
4. With regard to items that are on the agenda, you may specify that agenda item on your request form and you will be given an opportunity to speak for up to three (3) minutes when the Board discusses that item.
5. When addressing the Board, speakers are requested to state their name and address from the podium and adhere to the time limits set forth.
6. A member of the public requiring an interpreter will be provided six (6) minutes for public in accordance with section 54954.3 of the Government Code.

Any public records relating to an agenda item for an open session of the Board meeting which are distributed to all, or a majority of all, of the Board members shall be available for public inspection at 991 Mountain View Blvd, VAFB, CA.

In compliance with the Americans with Disabilities Act (ADA) and upon request, the School may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Individuals who require appropriate alternative modification of the agenda in order to participate in Board meetings are invited to contact the Director's office.

**C. Reports**

1. Superintendent/Principal's Report
  - a. Enrollment Report
  - b. Back to School Night
  - c. Update: PSMI Prop 51 Grant
  - d. Staff Retreat
  - e. Update: Public Health

**D. Consent Agenda Item**

**MOTION: Monique Mangino**

**SECOND: Eric Wilhelm**

**VOTE: 6 /6**

- ~~1. Approval of the Minutes of the June 16, 2021 Regular Board Meeting (Attachment A) Approved June 28, 2021~~
2. Approval of the Minutes of the June 28, 2021 Special Board Meeting (Attachment B)
3. Approval of the Check Detail, Unpaid Bills Detail and Deposit Detail (Attachment C) (Nancy Dow)
4. Approval of the LEA Cars Application (Attachment D) (Nancy Dow)
5. Approval of the 2021-2022 Food Service MOU between LUSD and MPCS (Attachment E) (Suzanne Nicastro)
6. Approval of the 2021-2022 Certificated Salary Schedule (Attachment F) (Suzanne Nicastro)
7. Approval of the 2021-2022 Classified Salary Schedule (Attachment G) (Suzanne Nicastro)
8. Approval of Principal Principles Consulting Agreement (Attachment H) (Suzanne Nicastro)

**E. Items Scheduled for Information and Discussion**

1. In Person School Safety Plan Updates
2. By-Laws
3. Draft Unaudited Actuals

**F. Items Scheduled for Action/Consideration**

1. Discussion and Approval of Termination of the Independent Study Program (Attachment I) (Suzanne Nicastro)

**MOTION: Krishna Flores**

**SECOND: Eli Villanueva**

**VOTE: 6 /6**

2. Discussion and Approval of Allocations of LCFF Funds to Align Health Insurance Renewal Dates to Prevent employee coverage lapse. (Attachment J) (Suzanne Nicastro)

**MOTION: Eric Wilhelm**

**SECOND: Monique Mangino**

**VOTE: 6 /6**

**G. Future Agenda Items**

1. Media Partners Equity Training
2. Employee Handbook

**H. Adjourn to Closed Session Time: 5:25 pm**

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

Public Employment: New Hires

1. Jacob Lopez
2. Heather Brown
3. Laura Townshend
4. Carmen Mangino
5. Lexie Rickards

I. **Reconvene to Open Session** Time: 5:35 pm

J. **PUBLIC REPORT ON ACTION TAKEN IN CLOSED SESSION** (includes the vote or abstention of every member present)

K. **Next Meeting**

The next scheduled meeting of the Governance Board will be held on Wednesday, September 15, 2021 at 4:00 at the Manzanita Public Charter School Multi-Purpose Room, 991 Mountain View Blvd, VAFB, CA.

L. **Adjournment** Time: 5:36 pm



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# EMPLOYEE HANDBOOK



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## ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

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

EMPLOYEE NAME: \_\_\_\_\_

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

I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.

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

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

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

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please sign, tear out and return to Human Resources.**

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# INTRODUCTION TO HANDBOOK

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

Due to the fact that the School is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time. MPCS also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

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

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

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

# CONDITIONS OF EMPLOYMENT

## **Equal Employment Opportunity Is Our Policy**

MPCS is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to race, color, creed, gender (including gender identity and gender expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, military and veteran status, or any other consideration made unlawful by federal, state, or local laws. This policy extends to all employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, compensation and benefits of existing employees.

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

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

## **Employment**

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

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

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

### **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

MPCS will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

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

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

### **Staff/Student Interaction Policy**

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

#### **Corporal Punishment**

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

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

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

- A. Examples of PERMITTED actions (NOT corporal punishment)
  - 1. Stopping a student from fighting with another student;
  - 2. Preventing a pupil from committing an act of vandalism;
  - 3. Defending yourself from physical injury or assault by a student;
  - 4. Forcing a pupil to give up a weapon or dangerous object;
  - 5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
  - 6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (corporal punishment)

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

**Acceptable and Unacceptable Staff/Student Behavior**

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

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

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

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

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

**Duty to Report Suspected Misconduct**

When any employee becomes aware of another staff member having crossed the boundaries specified in this policy, he or she must speak to this staff member if the violation appears minor, or report the matter to school administrators. If the observed behavior appears significant, it is the duty of every staff member to immediately report it to an administrator. All reports shall be confidential. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

### **Unacceptable Staff/Student Behaviors (Violations of this Policy)**

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

### **Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission**

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

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

### **Cautionary Staff/Student Behaviors**

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

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

### **Acceptable and Recommended Staff/Student Behaviors**

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) E-mails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the Executive Director about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.

- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of difficult student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

### **Policy Prohibiting Unlawful Harassment**

MPCS is committed to providing a work and educational atmosphere that is free of unlawful harassment. MPCS's policy prohibits unlawful harassment based upon race, color, creed, gender (including gender identity and gender expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, military or veteran status, or any other consideration made unlawful by federal, state, or local laws. MPCS will not condone or tolerate harassment of any type by any employee, independent contractor or other person with which the School does business. This policy applies to all employee actions and relationships, regardless of position or gender. MPCS will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

#### **Prohibited Unlawful Harassment**

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

#### **Prohibited Unlawful Sexual Harassment**

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

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

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

All ~~supervisors~~ of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. Such training will include the prevention of abusive conduct in the workplace that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests, including but not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person

would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Other staff will receive sexual harassment training and/or instruction concerning sexual harassment in the workplace as required by law.

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

Sexual harassment may include, but is not limited to:

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

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate MPCPS policy.

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

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

### **Workplace Violence**

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

### **Whistleblower Policy**

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

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

### **Drug-Free Workplace**

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

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

### **Consensual Relationships**

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

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

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

### **Confidential Information**

All information relating to students, including schools attended, addresses, contact numbers, State Test Results, Report Cards, discipline, and academic social progress information and any other record considered to be an "educational record" as that term is defined by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and implementing regulations is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential. Failure to adhere to the confidentiality of student records may result in discipline, up to and including release from at-will employment.

### **Conflict of Interest**

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

### **Smoking**

MPCS facility is a no smoking facility.

## **THE WORKPLACE**

### **Certification and Licensure of Instructional Staff**

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

### **Work Schedule**

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

The definition of the term “**full-time**” employee constitutes a 40 hour work week. Consequently, “**part-time**” constitutes any employee who works fewer than 40 hours per week.

### **Mandatory Training, Meetings, Student Assessment**

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

### **Meal Periods**

Non-exempt employees are provided with at least a thirty (30) minute meal period, to be taken approximately in the middle of the workday. The Executive Director should be aware of and approve scheduled meal and rest periods.

Employees are expected to observe assigned working hours and the time allowed for meal and rest periods. Do not leave the premises during rest periods and do not take more than ten (10) minutes for each rest period. Employees may leave the premises during the meal period.

### **Attendance and Tardiness**

Employees are expected to adhere to adopted annual school calendar and to be punctual. If you find it necessary to be absent or late, you are expected to arrange it in advance with the Executive Director or Principal. If it is not possible to arrange your absence or tardiness in advance, you must notify Executive Director or Principal no later than one-half hour before the start of your professional workday. You are also responsible to arrange for a qualified substitute from those listed on the Manzanita Substitute lists. If you are absent from work longer than one day, you are expected to notify school officials and keep them informed and updated of your situation.

Excessive absenteeism and tardiness may lead to disciplinary action, up to and including termination. An absence or tardiness without notification may lead to disciplinary action, up to and including termination.

If you fail to come to work for three (3) consecutive work days without authorization, the Executive Director or Principal will presume that you have voluntarily resigned your position. At the close of the third missed work day your employment will automatically terminate.

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

1. **Scheduled Absence:** all time off must be requested in advance and submitted in writing to the Executive Director by completing a Personnel Absence Form with a copy sent to Human Resources.
2. **Unscheduled Absence:** employees must notify the Executive Director and Human Resources as soon as possible regarding their unscheduled absence (either by email or phone call) and at the latest, by the time the employee is to schedule to report for work. Once the employee returns to work, a Personnel Absence form needs to be submitted to Human Resources.

### **Time Sheets/Records**

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

When employee is not on a payroll card. Non-exempt employees must accurately record on a timesheet the in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The time sheet indicates when the employee arrived and when the employee departed. All non-exempt employees must record the in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

Non-exempt employees are solely responsible for ensuring accurate information on their time sheets and remembering to record time worked. If an employee forgets to mark their time sheet or makes an error on the time sheet, the employee must contact the Executive Director to make the correction and such correction must be initialed by both the employee and the Executive Director.

No one may record hours worked on another's worksheet. Any employee, who tampers with his/her own time sheet, or another employee's time sheet, may be subjected to disciplinary action, up to and including release from at-will employment with the School.

### **Use of E-Mail, Voicemail and Internet Access**

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

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

### **Soliciting/Conducting Personal Business While on Duty**

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

### **Personal Business**

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

### **Social Media**

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

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

The School reserves the right to take disciplinary action against any employee whose Internet postings violate this or other School policies.

### **Personal Appearance**

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

### **Participation in Recreational or Social Activities**

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

### **Health and Safety Policy**

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

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

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

### **Company Property Inspections**

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

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

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

### **Criminal Background Checks**

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

### **Tuberculosis Testing**

All employees of the School must submit written proof from a physician of a risk assessment examination for tuberculosis (TB). If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

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

### **COVID-19 TESTING**

MPCS will provide COVID -19 testing at no cost to the employee during the pandemic. Positive cases will be triage with conditional response protocols aligned to meet employer occupational health guidelines including but not limited to additional diagnostic, telehealth consult or prescriptions. Employees must have a confirmed COVID-19 positive test to receive the state legislative COVID-19 sick days.

Employees who believe they have been exposed to an individual who has tested positive for coronavirus shall self-quarantine for 14 calendar days to self-monitor for any potential symptoms such as fever, cough, and difficulty breathing. During the exposure self-quarantine period, employees not medically restricted from working shall be on-call and ready to perform remote work (telework) during work hours to the extent directed by management. If medically unable to work, such employees shall use available leaves consistent with MPCS leave policies. In the event a unit member is placed under an official quarantine issued by the Santa Barbara County Public Health Department, and is otherwise unable to perform remote work (telework) the employee shall continue to receive full pay for the duration of the official quarantine and will not be required to use personal leaves.

### **Immigration Compliance**

MPCS will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States.

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

If you have any questions or need more information on immigration compliance issues, please contact the Executive Director.

### **Security Protocols**

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

### **Occupational Safety**

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

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

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

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

### **Accident/Incident Reporting**

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

### **Reporting Fires and Emergencies**

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

# EMPLOYEE WAGES AND HEALTH BENEFITS

## Payroll Withholdings

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

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

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask ~~the Executive Director to explain them~~ the payroll department.

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

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

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

## Overtime Pay

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

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

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

### **Pay Days**

For salaried, non-certificated personnel, paydays are scheduled on the last day of each month. Each paycheck will include earnings for all reported work performed through the end of the payroll period. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive their pay on the next day of work after the day(s) off.

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

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

You should promptly notify the ~~Executive Director or Principal~~ payroll department if you have a question regarding the calculations of your paycheck; any corrections will be noted and will appear on the following payroll.

### **Expense Reimbursements**

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

### **Wage Attachments and Garnishments**

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

### **Health Insurance**

Full time employees are entitled to health insurance benefits in accordance with the health insurance plan. MPCS may cover the insurance premium for employees and dependent costs. Employees may be required to contribute to the cost of premiums to retain coverage.

**MPCS will comply with all Affordable Care Act applicable regulations.**

### **COBRA Benefits**

#### **Continuation of Medical and Dental**

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

When your coverage under the School’s medical and/or dental plans ends, you or your dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended and according to current Cobra law. To continue coverage, you must pay the full cost of current and future coverage - your contribution and the School’s previous contribution plus a possible administrative charge.

Medical coverage for you, your spouse, and your eligible dependent children can continue for up to 18 months if coverage ends because:

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

This eighteen (18)-month period may be extended an additional eleven (11) months if you are disabled at the time of your termination or reduction in hours if you meet certain requirements. This eighteen (18)-month period also may be extended if other events (such as a divorce or death) occur during the eighteen (18)-month period.

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

- You die while covered by the plan;
- You and your spouse become divorced or legally separated;
- You become eligible for Medicare coverage, but your spouse has not yet reach age sixty-five (65); or
- Your dependent child reaches an age which makes him or her ineligible for coverage under the plan.

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

MPCS will notify you or your dependents if coverage ends due to termination or a reduction in your work hours. If you become eligible for Medicare, divorced or legally separated, die, or when your child no longer meets the eligibility requirements, you or a family member are responsible for notifying the School within thirty (30) days of the event. MPCS will then notify you or your dependents of your rights.

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

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

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

# **PERSONNEL EVALUATION AND RECORD KEEPING**

## **Employee Reviews and Evaluations**

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

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

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

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

## **Personnel Files and Record Keeping Protocols**

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

You have the right to inspect certain documents in your personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. You also have the right to obtain a copy of your personnel file as provided by law. You may add your comments to any disputed item in the file. MPCS will restrict disclosure of your personnel file to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Executive Director. Only the Executive Director or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

# HOLIDAYS, VACATIONS AND LEAVES

## Holidays

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

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

Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Executive Director. The employee will be paid if the religious holiday is taken as an earned paid leave day (i.e. vacation, personal necessity day, etc., as applicable).

## Unpaid Leave of Absence

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

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

If you are currently covered, medical, and dental coverage will remain in force during a medical or worker's compensation leave of absence, provided you pay the appropriate premiums.

Whether you are required to pay your own premiums will depend upon the length of your leave of absence. During a family/medical leave, your medical and dental benefits will remain in force provided you pay the appropriate premiums.

## Sick Leave

Sick leave is a benefit provided to employees as a cushion for incapacitation due to illness or injury. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Finally, an employee may take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Sick leave is available to all MPCS employees from the commencement of employment.

Sick leave may only be used for the purposes specified in this policy. Accordingly, MPCS retains the right to request verification from a licensed health care provider for any extended absence due to illness or disability which equals seven (7+) or more consecutive calendar days.

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

### **Full-Time Employees**

Full-time employees are offered ten (10) days of sick leave per year and two (2) personal necessity days (PAL) where such days are granted to employees on July 1 of each fiscal year. Personal necessity days may be used for any reason and have prior approval. Any unused PAL days are accrued as sick days.

Employees are not allowed to draw against unearned/unaccrued sick leave. MPCS does not pay employees in lieu of unused sick leave. Sick leave may carry over from school year to school year for full-time (40 hour per week) employees only.

Sick leave must be taken by eligible employees in increments of at least four (4) hours = (1/2 day)+.

### **Extended Sick Leave Policy**

**The following categories have an effective date of July 1, 2018. In order to be eligible for this extended medical leave, employee must have worked at least twelve (12) months and worked at least 1250 hours during the twelve (12) month period immediately preceding commencement of the extended medical leave. This leave runs concurrent with FMLA and would take place once all sick leave is exhausted.**

**Category 1: Differential Pay for Full-Time Certificated Employees for Extended Sick Leave** May request five (5) months of extended illness leave paid at a differential pay rate, excluding stipends. Does not accumulate and does not carry over to the subsequent year. Health insurance benefits are continued while in paid status and deducted from payroll. Extended leave will only be granted with a medical doctor's note confirming the need for extended illness leave.

**Category 2: Differential Pay for Full-Time Classified Employees for Extended Sick Leave** May request a maximum of five (5) months of extended sick leave paid at 50% of current salary rate. Does not accumulate and does not carry over to the subsequent year. Health insurance benefits are continued while in paid status and deducted from payroll. Extended leave will only be granted with a medical doctor's note confirming the need for extended illness leave.

**Category 3: Differential Pay for Full-Time Certificated Management Employees for Extended Sick Leave** (Includes Principals and Vice Principals) May request a maximum of five (5) months of extended sick leave paid at 50% of current salary rate. Does not accumulate and does not carry over to the subsequent year. Health insurance benefits are continued while in paid status and deducted from payroll. Extended leave will only be granted with a medical doctor's note confirming the need for extended illness leave.

### **Part-Time Employees**

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

### **Family Care and Medical Leave**

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

- **Employee Eligibility Criteria:**

To be eligible for FMLA leave, the employee must have been employed by the School for a total of at least twelve (12) months and must have worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FMLA leave.

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

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

1. To care for the employee’s newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of twelve (24) weeks of leave for this purpose.
2. Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School’s separate pregnancy disability policy).
  - a. A “serious health condition” is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
  - b. “Inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
  - c. “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
  - d. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) -month period to provide said care.

4. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.

- **Amount of FMLA Leave Which May Be Taken**

1. FMLA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.
2. In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the service member.
3. The “twelve month period” in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA leave entitlement. Similarly, if an employee uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee’s CFRA entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

- **Pay during FMLA Leave**

1. An employee on FMLA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any FMLA leave period. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition must use any or all accrued sick leave at the beginning of any FMLA leave.
2. If an employee has exhausted his/her sick leave the employee may utilize a partial wage reduction benefit, paying 100% of the substitutes employees’ wages and benefits up to a period of twelve (12) weeks or twenty six (26) weeks as provided by law. Additional leave taken shall be unpaid leave.
3. The receipt of sick leave pay will not extend the length of the FMLA leave. Sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

- **Health Benefits**

The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

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

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

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

- **Medical Certifications**

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

- **Procedures for Requesting and Scheduling FMLA Leave**

1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Executive Director. An employee asking for a Request for

- Leave form will be given a copy of the School's then-current FMLA leave policy.
2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
  3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
  4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
  5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
  6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
  7. The School will respond to an FMLA leave request no later than five (5) days of receiving the request. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- **Return to Work**

1. Upon timely return at the expiration of the FMLA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
2. When a request for FMLA leave is granted to an employee (other than a "key" employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- **Limitations on Reinstatement**

1. MPCS may refuse to reinstate a "key" employee if the refusal is necessary to prevent substantial and grievous injury to the School's operations. A "key" employee is an exempt salaried employee who is among the highest paid 10% of the School's employees within seventy-five (75) miles of the employee's worksite.
2. A "key" employee will be advised in writing at the time of a request for, or if earlier,

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

- **Employment during Leave**

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

### **Pregnancy Disability Leave**

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

- ~~**Employee Eligibility Criteria**~~

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

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

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

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

- ~~**Duration of Pregnancy Disability Leave**~~

~~Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. “Four months” means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks).~~

~~For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, “four months” means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks).~~

~~At the end or depletion of an employee’s pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy,~~

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

~~Pregnancy disability leave does not count against the leave which may be available as Family Care and Medical Leave.~~

- **Health Benefits**

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

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

- **Continuity of Service**

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service.

- **Medical Certifications**

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

- **Requesting and Scheduling Pregnancy Disability Leave**

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Executive Director. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
2. Employee should provide not less than thirty (30) days or as soon of notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave

schedule when medically advisable, as determined by the employee's healthcare provider.

5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
6. In most cases, the School will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- **Return to Work**

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

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

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

- **Pay during Pregnancy Disability Leave**

2. An certificated employee on pregnancy disability leave must use all exhaust all accrued sick paid leave and at the beginning of any Pregnancy Disability Leave period. After sick leave is exhausted, the employee may utilize a partial wage reduction benefit, and pay 100% of substitute employee wages and benefits out of their earnings (differential pay). A classified employee on pregnancy disability leave must use all exhaust all accrued sick paid leave and at the beginning of any

Pregnancy Disability Leave period. After sick paid leave is exhausted, the employee may utilize a partial 50% wage reduction benefit.

3. The receipt of vacation pay, sick leave pay benefits, will not extend the length of pregnancy disability leave.
4. Sick leave accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- **Employment during Leave**

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

### **Parental Leave**

This 12 week leave is available for mothers and fathers upon the birth or placement of a child to be used within the first year of birth or placement of the child. An employee on parental leave must exhaust all accrued paid leave. After paid leave is exhausted, the certificated employee may utilize a partial wage reduction benefit, and pay 100% of the substitute employee wages out of their earnings(differential pay). You aren't required to take the 12 weeks at one time, you may take them at any time during the first year of the birth or placement of the child. After paid leave is exhausted, the classified employee may utilize a partial 50% wage reduction benefit. You aren't required to take the 12 weeks at one time, you may take them at any time during the first year of the birth or placement of the child.

### **Industrial Injury Leave (Workers' Compensation)**

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

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

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

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

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

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical

systems (EMS) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.

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

### **Military and Military Spousal Leave of Absence**

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

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

MPCS will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

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

### **Funeral/Bereavement Leave**

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

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

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

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

### **Jury Duty or Witness Leave**

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

### **Voting Time Off**

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

### **School Appearance and Activities Leave**

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

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

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

### **Bone Marrow and Organ Donor Leave**

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to thirty (30) workdays off in a 12-month period.

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

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

An employee must first use his or her earned but unused sick leave for bone marrow donation and two (2) week's worth of earned but unused sick leave for organ donation. If the employee has an insufficient number of sick days available, the leave will be considered unpaid.

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

### **Returning From Leave of Absence**

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

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

# **DISCIPLINE AND TERMINATION OF EMPLOYMENT**

## **Rules of Conduct**

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

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

24. Dishonesty.

25. Failure to possess or maintain the credential/certificate required of the position.

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

### **Off-Duty Conduct**

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

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

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

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

### **Termination of Employment**

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

When you terminate your at-will employment, you will be entitled to all earned but unused vacation pay. If you are participating in the medical and/or dental plan, you will be provided information on your rights under COBRA.

### **References**

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

# INTERNAL COMPLAINT REVIEW

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

Specific complaints of unlawful harassment are addressed under the School’s “Policy Against Unlawful Harassment.”

## **Open Door Policy**

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

## **Internal Complaints**

(Complaints by Employees Against Employees)

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

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

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

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

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

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

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

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

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

### **General Requirements**

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

## **AMENDMENT TO EMPLOYEE HANDBOOK**

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

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

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

## APPENDIX A

### **HARASSMENT COMPLAINT FORM**

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

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

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

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

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

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

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

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

\_\_\_\_\_

List any witnesses that were present: \_\_\_\_\_

\_\_\_\_\_

Where did the incident(s) occur? \_\_\_\_\_

## **HARASSMENT COMPLAINT FORM (continued)**

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

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

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

\_\_\_\_\_  
Signature of Complainant

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

\_\_\_\_\_  
Print Name

**Received by:** \_\_\_\_\_

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

## APPENDIX B

### COMPLAINT FORM

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

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

List any witnesses that were present: \_\_\_\_\_

Where did the incident(s) occur? \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature of Complainant

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

\_\_\_\_\_  
Print Name

#### TO BE COMPLETED BY SCHOOL:

Received by: \_\_\_\_\_

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



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

## APPLICATION FOR TRANSFER TO HIGHER SALARY CLASSIFICATION

PLEASE COMPLETE AND RETURN TO

**Suzanne Nicastro**

By  
April 1

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

PRESENT SALARY CLASSIFICATION \$ \_\_\_\_\_

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

LIST ANY CREDENTIALS FOR WHICH YOU ARE CURRENTLY WORKING: \_\_\_\_\_

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

Yes No Not Applicable

Total units recorded after your bachelors: \_\_\_\_\_

Total units listed below but not recorded: \_\_\_\_\_

The information to be completed below pertains to any credits/courses completed prior to June 30<sup>th</sup>.  
Any credits/courses completed after June 30<sup>th</sup> will be applied to the following Fiscal Year.

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

### FOR OFFICE USE ONLY

ADDITIONAL UNITS EARNED: SEMESTER: \_\_\_\_\_ QUARTER: \_\_\_\_\_

DEGREE/CREDENTIAL EARNED: MA/MS PHD CLAD BCLAD

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

SENT TO: PAYROLL HR PERSONNEL FILE

## EMPLOYMENT UNDERSTANDING BETWEEN EMPLOYEES

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



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**FIXED TERM EMPLOYMENT AGREEMENT**  
**Between**  
**MANZANITA PUBLIC CHARTER SCHOOL**  
**&**  
**EMPLOYEE**

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

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

**A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

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

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

**B. EMPLOYMENT TERMS AND CONDITIONS**

**1. Duties**

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

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

**2. Term and Work Schedule**

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

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

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

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

**3. Compensation**

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

**4. Employee Benefits**

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

**5. Performance Evaluation**

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

**6. Employee Rights**

Employment rights and benefits for employment at MPCS shall only be as specified in this Employment Agreement, MPCS's charter, the Charter Schools Act and

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

7. **Licensure**

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

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Fingerprinting/TB Clearance**

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

10. **Conflicts of Interest**

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

11. **Outside Professional Activities**

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

C. **TERMINATION OF AGREEMENT**

This Agreement may be terminated by any of the following:

- a. **Termination for Cause:** Employee may be terminated by the Board at any time for cause. In addition, Employee may be disciplined (e.g. reprimand, suspension

without pay) for cause during the term of this Agreement. "Cause" shall include, but is not limited to, breach of this Agreement, any ground enumerated in the Personnel Policies, or Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above-mentioned and incorporated by reference job specification.

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

- b. **Revocation/Nonrenewal of Charter:** In the event that the MPCS charter with the District is either revoked or non-renewed, this Agreement shall terminate immediately upon the effective date of the revocation/nonrenewal of the charter, and without the need for the process outlined in Section a or b above.
- c. **Death or Incapacitation of Employee:** The death of Employee shall terminate this Agreement and all rights provided under this Agreement. In the event that Employee becomes incapacitated to the extent that, in the judgment of the Board, Employee may no longer perform the essential functions of his/her job with reasonable accommodation, as set forth in the job specifications, the Board may terminate this Agreement.

D. **NON-RENEWAL/EXPIRATION OF TERM.** The Board may elect not to offer future employment agreements to Employee at its sole discretion, without cause, and this Agreement will lapse by its own terms.

E. **GENERAL PROVISIONS**

- 1. **Waiver of Breach**  
The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
- 2. **Assignment**  
The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
- 3. **Governing Law**  
This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.
- 4. **Partial Invalidity**  
If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions herein will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

**BYLAWS**  
**OF**  
**MANZANITA PUBLIC CHARTER SCHOOL**  
(A California Nonprofit Public Benefit Corporation)

**ARTICLE I**  
**NAME**

Section 1.      **NAME.** The name of this Corporation is Manzanita Public Charter School.

**ARTICLE II**  
**PRINCIPAL OFFICE OF THE CORPORATION**

Section 1.      **PRINCIPAL OFFICE OF THE CORPORATION.** The principal office for the transaction of the activities and affairs of the Corporation is 991 Mountain View Boulevard, Vandenberg AFB, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2.      **OTHER OFFICES OF THE CORPORATION.** The Board of Directors may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to conduct its activities.

**ARTICLE III**  
**GENERAL AND SPECIFIC PURPOSES; LIMITATIONS**

Section 1.      **GENERAL AND SPECIFIC PURPOSES.** The purpose of the Corporation is to manage, operate, guide, direct and promote one or more California public charter schools. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

**ARTICLE IV**  
**CONSTRUCTION AND DEFINITIONS**

Section 1.      **CONSTRUCTION AND DEFINITIONS.** Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of

the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term “person” includes both a legal entity and a natural person.

## **ARTICLE V DEDICATION OF ASSETS**

Section 1. DEDICATION OF ASSETS. The Corporation’s assets are irrevocably dedicated to public benefit purposes as set forth in the Manzanita Public Charter School’s Charter. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the Corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

## **ARTICLE VI CORPORATIONS WITHOUT MEMBERS**

Section 1. CORPORATIONS WITHOUT MEMBERS. The Corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The Corporation’s Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

## **ARTICLE VII BOARD OF DIRECTORS**

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the Corporation’s activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors (“Board”).

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

- a. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.
- b. Change the principal office or the principal business office in California from one location to another; cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California.
- c. Borrow money and incur indebtedness on the Corporation’s behalf and cause to be

executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

- d. Adopt and use a corporate seal.

Section 3. DESIGNATED DIRECTORS AND TERMS. The number of directors shall be no less than five (5) and no more than nine (9), unless changed by amendments to these bylaws. All directors shall have full voting rights, including any representative appointed by the charter authorizer as consistent with Education Code Section 47604(b). If the charter authorizer appoints a representative to serve on the Board of Directors, the Corporation may appoint an additional director to ensure an odd number of Board members. All directors shall be designated by the existing Board of Directors.

Section 4. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No persons serving on the Board of Directors may be interested persons. An interested person is (a) any person currently being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. The Board may adopt other policies circumscribing potential conflicts of interest.

Section 5. DIRECTORS' TERM. All board members shall serve three-year terms and are eligible for re-election for up to three consecutive terms. Each director shall hold office for three (3) years and until a successor director has been designated and qualified. New directors and current directors shall be elected and re-elected by the voting representatives of members at an annual meeting in December. Directors will be elected by simple majority of members present at the annual meeting.

Section 6. ~~NOMINATIONS BY COMMITTEE. The Chairman of the Board of Directors or, if none, the Executive Director Superintendent will appoint a committee to designate qualified candidates for election to the Board of Directors at least thirty (30) days before the date of any election of directors. The nominating committee shall make its report at least seven (7) days before the date of the election or at such other time as the Board of Directors may set and the Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee~~ NEW APPLICANTS: Interested candidates submit an application to Superintendent. Application will be reviewed and discussed by the Governance Board in an open session meeting and interested applicant is encouraged to attend the board meeting. BOARD OFFICE NOMINATIONS: Any board director may be nominated for any board position by another board director. Should a board director make a nomination, and that nomination is seconded by another board director, a roll call vote will be held. Board directors may refuse a nomination during this process.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. If more people have been nominated for director than can be elected, no corporation funds may be expended to support a nominee without the Board's authorization.

Section 8. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies

on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; or (d) the unexcused failure of a Board member to attend three consecutive Board meetings.

Section 9. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or to the **Superintendent Executive Director**, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the Corporation would be left without a duly elected director or directors.

Section 11. REMOVAL OF DIRECTORS. Any director may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act. (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a director shall be filled as provided in Section 12.

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the affirmative vote of a majority of the directors then in office at a regular or special meeting of the Board, or (b) a sole remaining director.

Section 13. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 14. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the Corporation. The Board of Directors may also designate that a meeting be held at any place within the granting agency's boundaries designated in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 15. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act ("Brown Act"). (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). The Board of Directors shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as noticed by the Board of Directors in accordance with the Brown Act.

Section 16. REGULAR MEETINGS. Regular meetings of the Board of Directors, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board of Directors. At least 72 hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 17. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board of Directors, if there is such an officer, or a majority of the Board of Directors. If a Chairman of the Board has not been elected then the Vice Governance Chair (~~Executive Director~~) (Superintendent) is authorized to call a special meeting in place of the Chairman of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

Section 18. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours notice is given to the public through the posting of an agenda. Directors shall also receive at least twenty-four (24) hours notice of the special meeting, in the manner:

- a. Any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the director for purposes of notice, or, if an address is not shown on the Corporation's records or is not readily ascertainable, at the place at which the meetings of the Board of Directors are regularly held.
- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.
- c. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 19. QUORUM. A majority of the directors then in office shall constitute a quorum. All acts or decisions of the Board of Directors will be by majority vote of the directors in attendance, based upon the presence of a quorum. Should there be less than a majority of the directors present at any meeting, the meeting shall be adjourned. Directors may not vote by proxy. The vote or abstention of each board member present for each action taken shall be publicly reported.

Section 20. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of the school district in which the Charter School operates;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;<sup>1</sup>
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and
- f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.<sup>2</sup>

Section 21. **ADJOURNMENT.** A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. Notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by the Brown Act.

Section 22. **COMPENSATION AND REIMBURSEMENT.** Directors may not receive compensation for their services as directors or officers, only such reimbursement of expenses as the Board of Directors may establish by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted.

Section 23. **CREATION AND POWERS OF COMMITTEES.** The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees of the Board, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the directors then in office. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

- a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;

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<sup>1</sup> This means that members of the Board of Directors who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

<sup>2</sup> The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

- b. Fill vacancies on the Board of Directors or any committee of the Board;
- c. Fix compensation of the directors for serving on the Board of Directors or on any committee;
- d. Amend or repeal bylaws or adopt new bylaws;
- e. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;
- f. Create any other committees of the Board of Directors or appoint the members of committees of the Board;
- g. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or
- h. Approve any contract or transaction to which the Corporation is a party and in which one or more of its directors has a material financial interest.

The Board may also create one or more advisory committees composed of directors and non-directors. It is the intent of the Board to encourage the participation and involvement of faculty, staff, parents, students and administrators through attending and participating in open committee meetings. The Board may establish, by resolution adopted by a majority of the directors then in office, advisory committees to serve at the pleasure of the Board.

Section 24. **MEETINGS AND ACTION OF COMMITTEES.** Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors' actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 25. **NON-LIABILITY OF DIRECTORS.** No director shall be personally liable for the debts, liabilities, or other obligations of the Corporation.

Section 26. **COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS.** The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

## **ARTICLE VIII OFFICERS OF THE CORPORATION**

Section 1. **OFFICES HELD.** The officers of the Corporation shall be a President, who

shall be known as the Superintendent, a Chairman of the Board, a Vice Chairman of the Board, a Secretary, and a Treasurer. The officers, in addition to the corporate duties set forth in this Article VIII, shall also have administrative duties as set forth in any applicable contract for employment or job specification.

Section 2.      **DUPLICATION OF OFFICE HOLDERS.** Any number of offices may be held by the same person, except that neither the Vice Chair, Secretary nor the Treasurer may serve concurrently as either the Superintendent or the Chairman of the Board.

Section 3.      **ELECTION OF OFFICERS.** The officers of the Corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 4.      **REMOVAL OF OFFICERS.** Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause.

Section 5.      **RESIGNATION OF OFFICERS.** Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the Corporation under any contract to which the officer is a party.

Section 6.      **VACANCIES IN OFFICE.** A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 7.      **CHAIRMAN OF THE BOARD.** If a Chairman of the Board of Directors is elected, he or she shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. In the absence of the Chairperson, the ~~Executive Director~~ Vice chair of the board, shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 8.      **Superintendent.** The Superintendent, shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The ~~Executive Director~~ Superintendent shall have such other powers and duties as the Board of Directors or the bylaws may require. If there is no Chairman of the Board, the Vice Chair shall work with the Superintendent and preside at the Board of Directors' meetings.

Section 9.      **SECRETARY.** The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; the names of the directors present at Board of Directors and committee meetings; and the vote or abstention of each board member present for each action taken.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 10. TREASURER. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions. The Treasurer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Treasurer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board of Directors may designate; (b) disburse the corporation's funds as the Board of Directors may order; (c) render to the ~~Executive Director~~ Superintendent, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the Corporation; and (d) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

If required by the Board, the Treasurer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the Corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Treasurer on his or her death, resignation, retirement, or removal from office.

## **ARTICLE IX CONTRACTS WITH DIRECTORS**

Section 1. CONTRACTS WITH DIRECTORS. The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of the Corporation's directors are directors and have a material financial interest).

## **ARTICLE X CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES**

Section 1. CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES. The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Corporation's Conflict of Interest code have been fulfilled.

## **ARTICLE XI LOANS TO DIRECTORS AND OFFICERS**

Section 1.      **LOANS TO DIRECTORS AND OFFICERS.** The Corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the Corporation may advance money to a director or officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the Corporation.

## **ARTICLE XII INDEMNIFICATION**

Section 1.      **INDEMNIFICATION.** To the fullest extent permitted by law, the Corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any “proceeding,” as that term is used in that section, and including an action by or in the right of the Corporation by reason of the fact that the person is or was a person described in that section. “Expenses,” as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

## **ARTICLE XIII INSURANCE**

Section 1.      **INSURANCE.** The Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its directors, officers, employees, and other agents, to cover any liability asserted against or incurred by any director, officer, employee, or agent in such capacity or arising from the director’s, officer’s, employee’s, or agent’s status as such.

## **ARTICLE XIV MAINTENANCE OF CORPORATE RECORDS**

Section 1.      **MAINTENANCE OF CORPORATE RECORDS.** The Corporation shall keep:

- a.      Adequate and correct books and records of account;
- b.      Written minutes of the proceedings of the Board and committees of the Board; and
- c.      Such reports and records as required by law.

## **ARTICLE XV INSPECTION RIGHTS**

Section 1.      **DIRECTORS’ RIGHT TO INSPECT.** Every director shall have the right at any reasonable time to inspect the Corporation’s books, records, documents of every kind, physical

properties, and the records of each subsidiary as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law.

Section 2.      **ACCOUNTING RECORDS AND MINUTES.** On written demand on the Corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the director's interest as a director. Any such inspection and copying may be made in person or by the director's agent or attorney. This right of inspection extends to the records of any subsidiary of the Corporation.

Section 3.      **MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS.** The Corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours.

## **ARTICLE XVI REQUIRED REPORTS**

Section 1.      **ANNUAL REPORTS.** The Board of Directors shall cause an annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the Corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- a.      The assets and liabilities, including the trust funds, or the Corporation as of the end of the fiscal year;
- b.      The principal changes in assets and liabilities, including trust funds;
- c.      The Corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- d.      The Corporation's expenses or disbursement for both general and restricted purposes;
- e.      Any information required under these bylaws; and
- f.      An independent accountant's report or, if none, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the Corporation's books and records.

Section 2.      **ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS.** As part of the annual report to all directors, or as a separate document if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's fiscal year, annually prepare and mail or deliver to each director and furnish to each director a statement of any transaction or indemnification of the following kind:

- (a) Any transaction (i) in which the Corporation, or its parent or subsidiary, was a party, (ii) in which an “interested person” had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an “interested person” is either:
  - (1) Any director or officer of the Corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or
  - (2) Any holder of more than 10 percent (10%) of the voting power of the Corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the Corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.
- (b) The amount and circumstances of any indemnifications aggregating more than \$10,000 paid during the fiscal year to any director or officer of the Corporation pursuant to Article XII of these Bylaws.

## **ARTICLE XVII BYLAW AMENDMENTS**

Section 1. BYLAW AMENDMENTS. The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall make any provisions of these Bylaws inconsistent with the Corporation’s Articles of Incorporation, or any laws.

## **ARTICLE XVIII FISCAL YEAR**

Section 1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on July 1<sup>st</sup> and end on June 30<sup>th</sup> of each year.

## CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the Manzanita Public Charter School, a California nonprofit public benefit corporation; that these bylaws, consisting of 13 pages, are the bylaws of the Corporation as adopted by the Board of Directors on \_\_\_\_\_; and that these bylaws have not been amended or modified since that date.

Executed on \_\_\_\_\_ at \_\_\_\_\_, California.

\_\_\_\_\_

\_\_\_\_\_, Secretary

<u>Teacher:</u>		<u>Location:</u>	<u>Group Needs:</u>	<u>Group Programs Utilized:</u>	<u>Assessment &amp; Progress Monitoring:</u>
Laura - Lead		Room 7	Foundational Skills	Heggerty/Letter ID/sounds HFW	STAR CBM,

<u>Teacher:</u>		<u>Location:</u>	<u>Group Needs:</u>	<u>Group Programs Utilized:</u>	<u>Assessment &amp; Progress Monitoring:</u>
Cindy		Room 7	Foundational Skills	Heggerty/Letter ID/sounds HFW	STAR CBM,

<u>Teacher:</u>		<u>Location:</u>	<u>Group Needs:</u>	<u>Group Programs Utilized:</u>	<u>Assessment &amp; Progress Monitoring:</u>
Elizabeth		Room 7	Foundational Skills	Heggerty/Letter ID/sounds HFW	STAR CBM,

<u>Teacher:</u>		<u>Location:</u>	<u>Group Needs:</u>	<u>Group Programs Utilized:</u>	<u>Assessment &amp; Progress Monitoring:</u>
Rickards		Room 8	On Level- Guided Reading	Guided Reading or LLI	CBM Oral Reading

<u>Teacher:</u>		<u>Location:</u>	<u>Group Needs:</u>	<u>Group Programs Utilized:</u>	<u>Assessment &amp; Progress Monitoring:</u>
Carmen-Lead		Room 6	HFW / CVC		HFW Lists 1 & 2 CBM Expressive Nonsense Words

<u>Teacher:</u>		<u>Location:</u>	<u>Group Needs:</u>	<u>Group Programs Utilized:</u>	<u>Assessment &amp; Progress Monitoring:</u>
Teresa		Room 6	HFW / CVC		HFW Lists 1 & 2 CBM Expressive Nonsense Words

<u>Teacher:</u>		<u>Location:</u>	<u>Group Needs:</u>	<u>Group Programs Utilized:</u>	<u>Assessment &amp; Progress Monitoring:</u>
Rickards		Room 8	Extend- Book Club/Research		STAR / Accelerated reader

<u>Teacher:</u>		<u>Location:</u>	<u>Group Needs:</u>	<u>Group Programs Utilized:</u>	<u>Assessment &amp; Progress Monitoring:</u>
Steph		MPR	Kinder - Foundational Skills	Heggerty/Letter ID/sounds HFW / Raz Kids /Writing	STAR CBM, Grade level writing rubrics

SCHOLARS:

- 1 Kai Jarrett
- 2 Sophia Lee
- 3 Alejandra Cervero
- 4 Adrian Terrones

<u>Teacher:</u>		<u>Location:</u>	<u>Group Needs:</u>	<u>Group Programs Utilized:</u>	<u>Assessment &amp; Progress Monitoring:</u>
Martha & Teresa		Room 5	1st / 2nd Grade Reading Level	Guided Reading/LLI & Freckle & Writing	STAR CBM, Grade level writing rubrics

<u>Teacher:</u>		<u>Location:</u>	<u>Group Needs:</u>	<u>Group Programs Utilized:</u>	<u>Assessment &amp; Progress Monitoring:</u>
Alesha		MPR	Emergent Reader	Heggerty & Raz Kids & HFW & Writing Practice	STAR CBM, Running Records, Grade level writing rubrics

<u>Teacher:</u>		<u>Location:</u>	<u>Group Needs:</u>	<u>Group Programs Utilized:</u>	<u>Assessment &amp; Progress Monitoring:</u>
Jacob		Room 4	High	Accelerated Reader, Book Clubs & Genre Writing	STAR, AR, Grade level writing rubrics

<u>Teacher:</u>		<u>Location:</u>	<u>Group Needs:</u>	<u>Group Programs Utilized:</u>	<u>Assessment &amp; Progress Monitoring:</u>
Steph Rossler		MPR	Kinder Letter Sounds & Beginning readers	Heggerty & Raz Kids & Writing Practice	STAR CBM, Grade level writing rubrics

<u>Teacher:</u>		<u>Location:</u>	<u>Group Needs:</u>	<u>Group Programs Utilized:</u>	<u>Assessment &amp; Progress Monitoring:</u>
Krystal		MPR	Kinder Letter Sounds & Beginning readers	Heggerty & Raz Kids & Writing Practice	STAR CBM, Grade level writing rubrics

<u>Teacher:</u>		<u>Location:</u>	<u>Group Needs:</u>	<u>Group Programs Utilized:</u>	<u>Assessment &amp; Progress Monitoring:</u>
Kimberly & Alesha		Room 11	First Grade reading level	Heggerty & Raz Kids & Writing Practice	STAR CBM, Grade level writing rubrics

<u>Teacher:</u>		<u>Location:</u>	<u>Group Needs:</u>	<u>Group Programs Utilized:</u>	<u>Assessment &amp; Progress Monitoring:</u>
Nichelle		Room 10	2nd & 3rd Grade reading Level	Accelerated Reader & Genre Writing Practice	STAR Progress monitoring, Grade level writing rubrics

<u>Teacher:</u>		<u>Location:</u>	<u>Group Needs:</u>	<u>Group Programs Utilized:</u>	<u>Assessment &amp; Progress Monitoring:</u>
Jenny & Stacie		Room 9	3rd & 4th Stretch	Accelerated Reader & Writing Genre Practice	STAR Progress monitoring, Grade level writing rubrics

Teacher:		Location:	Group Needs:	Group Programs Utilized:	Assessment & Progress Monitoring:
Kathy & Amelia		Room 12	2nd & 3rd Grade Reading Level	Accelerated Reader / LLI & Writing Genre Practice	STAR Progress monitoring, Grade level writing rubrics

Teacher:		Location:	Group Needs:	Group Programs Utilized:	Assessment & Progress Monitoring:
Ryan		Room 13	3rd & 4th Stretch	Accelerated Reader & Writing Genre Practice	STAR Progress monitoring, Grade level writing rubrics

Teacher:		Location:	Group Needs:	Group Programs Utilized:	Assessment & Progress Monitoring:
Robyn		MPR	3rd & 4th Stretch	Accelerated Reader & Writing Genre Practice	STAR Progress monitoring, Grade level writing rubrics

Teacher:		Location:	Group Needs:	Group Programs Utilized:	Assessment & Progress Monitoring:
Dr. Burton & Krystal		MPR	3rd grade reading (6)	LLI & Writing Practice	STAR Benchmark Grade level writing rubrics
			2nd grade reading (3)		

Teacher:		Location:	Group Needs:	Group Programs Utilized:	Assessment & Progress Monitoring:
Natalie		Room 17	3rd grade reading	LLI & Writing Practice	STAR Benchmark Grade level writing rubrics

Teacher:		Location:	Group Needs:	Group Programs Utilized:	Assessment & Progress Monitoring:
Jacquie		Room 17	3rd grade reading	LLI & Writing Practice	STAR Benchmark Grade level writing rubrics

Teacher:		Location:	Group Needs:	Group Programs Utilized:	Assessment & Progress Monitoring:
Kate & Stacie		Room 16	5/6 Stretch	Accelerated Reader & Genre Writing Practice	STAR Benchmark Grade level writing rubrics

Teacher:		Location:	Group Needs:	Group Programs Utilized:	Assessment & Progress Monitoring:
Marissa Higgs		Room 14	SPED	ELA	STAR Benchmark Grade level writing rubrics

<u>Teacher:</u>		<u>Location:</u>	<u>Group Needs:</u>	<u>Group Programs Utilized:</u>	<u>Assessment &amp; Progress Monitoring:</u>
Gonzalez		Room 15	4th grade level	Accelerated Reader & Genre Writing Practice	STAR Benchmark Grade level writing rubrics

<u>Teacher:</u>		<u>Location:</u>	<u>Group Needs:</u>	<u>Group Programs Utilized:</u>	<u>Assessment &amp; Progress Monitoring:</u>
Clark		Room 19	4th grade level	LLI & Writing Practice	STAR Benchmark Grade level writing rubrics

<u>Teacher:</u>		<u>Location:</u>	<u>Group Needs:</u>	<u>Group Programs Utilized:</u>	<u>Assessment &amp; Progress Monitoring:</u>
Andi		Room 18	Far Above Grade level	Book Club / Lit.Circles & Genre Writing	STAR Benchmark Grade level writing rubrics

## MPCS MASTER SCHEDULE 2021-2022

1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st
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MANZANITA  
LEADERSHIP PRIORITIES AND  
TIMELINE TRANSFER

OPTIONS

# 2021-22 TIMELINES

9/15/21

BOARD ACCEPTANCE OF SUZANNE'S LETTER OF  
RESIGNATION/RETIREMENT DATE

BOARD PRESENTATION/DISCUSSION OF NEXT STEPS FORWARD

10/20/21

DISCUSSION AND APPROVAL OF LEADERSHIP ROLES FOR THE 22-  
23 SCHOOL YEAR

11/17/21

BOARD PRESENTATION/DISCUSSION OF BUSINESS OPERATIONS  
(NEXT STEPS FORWARD)

12/21-1/22

ADVERTISEMENT/RECRUITMENT FOR NEW LEADERSHIP  
POSITION(S)

2/22

INTERVIEWS FOR NEW LEADERSHIP ROLE(S)

3/22

ANNOUNCEMENT OF NEW LEADER(S) FOR 22-23 SCHOOL YEAR

4/22

BUSINESS OPERATIONS RE-STRUCTURING PLAN PRESENTED TO  
BOARD

# WORKLOAD CHALLENGES FOR NEXT 3-4 years

ESSR 3 Accountability Plan  
Dashboard/Local Indicator updates  
ESSR 3 updates (ongoing)  
One time supplement to the annual update  
Annual update/LCAP  
Pre-kindergarten planning and implementation  
grant  
\$39-\$42 million dollar facilities rehabilitation  
project  
Charter Renewal  
First federal audit  
Instructional leadership transition  
Business leadership transition  
Mitigation of loss of learning-new master  
schedule/accountability anchoring  
Comprehensive School Safety Plan  
New Assessment and curriculum framework  
evaluations and implementations based on state  
timelines

# OPTION A

2022-23

HIRE A SUPERINTENDENT/PRINCIPAL

## PROS

EXPERIENCED LEADERSHIP

FRESH EYES

RECRUITMENT COULD BE  
NATIONAL/INTERNATIONAL

COULD POSSESS STRONG BUSINESS BACKGROUND  
KEEPS VISION/MISSION OF MANZANITA IN HANDS  
OF ONE SITE LEADER

CLEAR ACCOUNTABILITY LANE FOR GOVERNANCE  
BOARD

## CONS

WORKLOAD COULD BE UNSUSTANEABLE WITH  
PANDEMIC CULTURE

RECRUITMENT CHALLENGES FOR POSITION  
TRANSITIONAL TIMEFRAME LIMITED  
ROLE LIKELY TO ELIMINATE INSIDE CANDIDATES

## OPTION B

2022-23

HIRE A FULL-TIME PRINCIPAL  
HIRE A 50% TIME SUPERINTENDENT  
(NOT SUZANNE)

### PROS

ALLOWS FOR A CLEAR CHAIN OF COMMAND AT  
SITE  
PROVIDES LEA WITH A 'BACK UP' ADMINISTRATOR  
SHOULD ILLNESS/EMERGENCY OCCUR  
SCOPE OF WORK MORE MANAGEABLE  
MAY PROVIDE FOR MORE TIMELY RESPONSES  
EASIER RECRUITMENT/STAFFING  
SECURES ENROLLMENT SHIFTS

### CONS

REQUIRES STRONG COMMUNICATION, RESPECT,  
AND BOUNDARIES BETWEEN BOTH  
ADMINISTRATORS  
IF NOT A RETIREE, FISCAL IMPACT TO BUDGET

## OPTION C

2022-23

HIRE A FULL-TIME PRINCIPAL  
HIRE A PART-TIME SUPERINTENDENT  
(SUZANNE)

### PROS

ALLOWS FOR A CLEAR CHAIN OF COMMAND AT SITE  
PROVIDES LEA WITH A MORE, GRADUAL LEADERSHIP  
TRANSITION AND AN ADDITIONAL ADMINSTRATOR  
SHOULD ILLNESS/EMERGENCY OCCUR  
ASSURES LEA's HISTORICAL KNOWLEDGE WITH  
PSMI/PROP 51 FACILITIES PROJECT COMPLETION  
SECURE ENROLLMENT SHIFTS 1

### CONS

REQUIRES STRONG COMMUNICATION, RESPECT, AND  
BOUNDARIES BETWEEN BOTH ADMINISTRATORS  
POTENTIAL CHALLENGES WITH STAFF SUPPORT FOR NEW  
PRINCIPAL  
DESIRE FOR FRESH EYES AND APPROACHES



# **ADDITIONAL LEADERSHIP CHANGES ON THE HORIZON**

FISCAL DIRECTOR POSITION

HR ADMINISTRATIVE ASSISTANT  
POSITION

TIMELINES FOR THESE POSITIONS  
(AND A PROBABLE RESTRUCTURING  
OF MANZANITA BUSINESS  
OPERATIONS) IS SLATED FOR JANUARY  
OF 2022. THIS WORK WILL REQUIRE  
TIME AND FOCUS DURING SPRING OF  
2022.



PSMI Grant Proposal  
04 August 2021

01.1 Executive Summary

Manzanita Public Charter School (MPCS) is a California public charter school that is its own Local Education Agency (LEA), but utilizes facilities leased from Lompoc Unified School District, which is serving as the LEA of record for this project proposal. The school site is located at 991 Mountain View Blvd, Vandenberg SFB, CA 93437, a part of Vandenberg Space Force Base and is located outside the secure perimeter, to the west of the main installation. MPCS is an elementary grade school serving grades pre-kindergarten through sixth, with a current student population of 456 students, with 54 staff members and 25-50 volunteers that regularly frequent the site. Historically MPCS has 20% to 30% of its enrollment as military dependents, and with the state-wide TK expansion, MPCS anticipates those figures to jump to 30% to 40% based on historical waiting lists.

The school facility of approximately 29,000 square feet was originally constructed in 1961 and has not undergone a major modernization since that time. Per the Facility Condition Assessment (FCA) Report dated March 22, 2018, as conducted by Alpha Facilities Solutions, the current (at that time) Q-Rating was Q-4 "Failing Condition" for all buildings except for the administration buildings, which was rated Q-3 "Poor Condition." The FCA has been attached as Appendix 1. As examined in the "Feasibility" section, an assessment was done to compare the costs of replacing said buildings versus modernizing, and while the replacement costs were similar, the new location of the school on the site and the duration of the project were deemed unfavorable and the committee elected to pursue the modernization option in lieu of full replacement. Additionally, Charter School Facilities Program (CSFP) funding cannot be accessed for all-new construction, thus severely limiting the LEA's options for match funding.

The proposed project addresses the items noted in the FCA through a mix of modernization of existing buildings, a kitchen addition to the cafeteria building, and new construction. We are proposing a dual grant solution: a design-phase grant to complete engineering investigations, design studies, and construction drawings to secure Division of the State Architect (DSA) approval. The DSA approval is critical to securing the final match funding through the State's Charter School Facilities Program (CSFP). This will be followed by updated project descriptions and cost estimates for inclusion in the PSMI construction-phase grant application. A schematic site plan showing existing conditions and proposed improvements is included to visually describe the existing conditions and the proposed scope.

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Department of Defense Education Activity (DoDEA) Education Facilities Specifications (Ed Spec) Statistics

	Existing	Proposed
Design Capacity (per DoDEA Ed Spec):	384	522
Grade Levels/Loading:		
K & TK* (18 per classroom):	36	90*
1st through 3rd (18 per classroom):	162	216
4th through 6th (24 per classroom):	168	216
Area Renovated (sf):	29,000	n/a
Area New (s.f.):	n/a	23,250
Site Renovated (s.f.): (does not include building footprints)	261,000	n/a

\*Includes two new TK classrooms per anticipated new state requirements

FCA Functional Space Improvements: Addition of one Kindergarten classroom (to relocate from off-site), conjoined with new Information Center; enlargement of kitchen/food service; addition of 1 special needs classroom and 4 general-purpose classrooms, and addition of gymnasium.



Other (LEA-determined) Improvements: Addition of two Transitional Kindergarten (TK) classrooms, per anticipated state requirement; replacement of HVAC systems overdue; additional parking required.

The project is following a strict timeline, as the State Proposition 51 funding must be secured with Division of the State Architect (DSA) approved drawings no later than January 2023. Bidding and Negotiation would then occur in the Spring of 2023, and construction following in the 15 months between June 2023 and August 2024.

Proposed conceptual cost for the project is \$38,540,000 including soft costs, Furniture-Fixtures-Equipment (FF&E), and swing space costs. Final proposed project costs will be more fully refined as part of the design grant. Lompoc Unified School District is proposing to meet the required 20% match through funding from the State's Charter School Facilities Program (CSFP), which would translate into their share at \$7,710,000, and the remaining 80% to be funded through PSMI grant in the amount of \$30,830,000.

Proposal is to fund in two grants – design grant and construction grant. Design grant proposed is approximately \$3,400,000 (included above), with the 20% match by LUSD of \$680,000 and the 80% balance of \$2,720,000 by the Program. Construction Grant is currently estimated at \$35,140,000 with the 20% match of \$7,030,000 by LUSD through funding from the Charter School Facilities Program (CSFP) and the 80% balance of \$28,110,000 through the PSMI federal grant. Other documentation required for this proposal per Federal Register Vol. 76, No. 175 are included herein, including the list of permits required, compatibility statement from the installation, FEMA flood hazard information, letter from the LEA regarding matching funds, reasonable alternatives in support of NEPA findings, and financial information from Lompoc Unified School District (as the LEA) demonstrating financial wherewithal, including the non-supplanted funds statement.

#### **Proposal Leadership Team:**

Douglas Sorum, Assistant Superintendent Business Services, Lompoc Unified School District

Samuel Blanton, Director of Maintenance and Operations, Lompoc Unified School District

Teresa Acosta, Executive Assistant Business Services, Lompoc Unified School District

Suzanne Nicastro, Superintendent/Principal, Manzanita Public Charter School

Nancy Dow, Fiscal Director, Manzanita Public Charter School

Lisa Silverman, Executive Officer, Office of Public School Construction, State of California Department of General Services

Barbara Kampmeinert, Deputy Executive Officer, Office of Public School Construction, State of California Department of General Services

Michael Watanabe, Chief of Program Services and Administrative Services, Office of Public School Construction, State of California Department of General Services

Craig Price, Esquire, Griffith & Thornburgh LLP

Todd Jespersen, Principal Architect, Kruger Bensen Ziemer Architects Inc.

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## PSMI Grant Proposal 04 August 2021

### 01.2 Description of Project Scope – Modernization of Existing Buildings

Construction of the original six campus buildings occurred in 1961-1963 with no major additions or alterations since that time except for the Martha Negus building on the east side of the campus, which is primarily occupied by the County Office of Education for special programs. No work is proposed for the Martha Negus building as part of this proposal. There are currently no portable classrooms on the site. Modernization work is proposed for the original six buildings, which consist of three classroom wings of six classrooms each, a kindergarten building with two kinder classrooms, the multipurpose/kitchen building, and the administration building. In the 2018 Facilities Conditions Assessment (FCA) report, all buildings were rated as Q-4 "Failing Condition," except for the administration building that was rated Q-3 "Poor Condition."

Replacement of the buildings was studied, as discussed in Section 3 Feasibility Analysis, which yielded the decision to modernize existing to shorten the construction schedule and allow access to State funding for modernization, which is the bulk of the matching funds.

All six original buildings are proposed to receive upgrades to the building envelope, including removal and replacement of the existing roof with a similar cold-applied built-up roof system and new roof insulation, replacement of the existing windows with new thermally broken, operable, dual glazed aluminum windows. All building exteriors will be repainted.

ATFP enhancements include windows with laminated glazing that complies with current anti-terrorism force protection standards (ATFP) per UFC 4-010-01 Standard 10. Replacement of all exterior doors and door frames shall be with hollow metal products and new door hardware and shall swing outward to conform with UFC 4-010-01 Standard 12. The door hardware will meet the lockdown operation requirements of AB 3205, lockable from the interior.

All six buildings will also receive improvements to upgrade all existing systems including HVAC, Plumbing, Lighting, Power, Safety, and Technology.

HVAC modernization will include the replacement of gas-fired central heating units with all-electric heat pump units. In the classroom buildings, this will entail removing the large furnace at the end of each building and installing new heat-pump units and ductwork in each classroom. Similarly, other small furnaces in the admin building and other miscellaneous spaces will be replaced with heat-pump units. The large furnace units at the MPR building will be replaced with either split heat-pump systems or package rooftop heat-pump units, to be studied and a final determination made in this design phase. This has the added benefit to reduce the campus' use of carbon-based fuels. An Energy Management System will be introduced for system-wide monitoring and control, and window interlocks will be installed to prevent heating/cooling from operating while windows are open. HVAC systems will be capable of introducing fresh air, conditioned or unconditioned, as controlled by carbon dioxide sensors.

All potable water consumption end-points including drinking fountains, sinks, etc. shall be replaced with new lead-free fixtures. Where sinks occur in casework, sinks will be replaced in addition to the fixtures. Supply piping within the building shall be replaced with new copper piping and lead-free soldered joints.

All restrooms shall be demolished to stud framing to allow for piping replacement, and then reconfigured to allow for current accessibility requirements. This will entail replacement of all finishes and fixtures. Exhaust fans will also be added, with motion-based timers for energy conservation.

All interior and light fixtures shall be replaced with LED fixtures. Interior fixtures in occupied spaces shall have daylight harvesting and dimming controls per CA Title 24. Where ceilings are being replaced or new ceilings installed, light fixture layout will be adjusted to optimize light distribution and power consumption, as existing lighting layouts are often closer together than required for modern fixtures.

Existing spaces have infrequently spaced convenience outlets, especially with respect to modern technology requirements. Power distribution within buildings will be updated with 2-channel Wiremold in existing classroom



and other spaces to provide multiple duplex outlets along each wall, except where wall framing is being exposed due to reconfiguration, etc., in which case in-wall wiring will be utilized.

The existing manual fire alarm system will be replaced with a new fully automatic campus-wide fire alarm and emergency voice alarm evacuation (EVAC)/mass notification system. The automated system includes new smoke and heat detectors throughout, new audio and visual warning devices – e.g. horns and strobes, new speakers for the voice component of the EVAC/mass notification system, and main control panel to be located in the administration building.

Technology improvements will include maintaining MPC's recently upgraded network wiring and Wi-Fi access points. Wiring will be relocated as required for replacement of wall finishes and ceiling systems. *(KBZ is verifying additional scope with MPC's technology vendor: Lanspeed)*

Modernization of classroom finishes include installation of encapsulating rubber-backed carpet and luxury vinyl tile (LVT) with an encapsulating underlayment over the existing asbestos-containing vinyl floor tile. Large classroom wall expanses will be covered with vinyl- or fabric-covered panels, with minor wall areas to be painted. The existing classroom ceiling tiles and substrate will be removed so that insulation can be installed between the roof joists, and the new acoustical tile ceiling with gypsum board substrate will be installed.

Restroom finishes will be replaced with new ceramic tile floors, ceramic tile walls to eight feet above finish floor and painted gypsum board above, with new painted gypsum board ceilings.

Modernization of the multipurpose room finishes will include refinishing the existing wood stage and under-stage cabinet faces, painting the walls and interior trim, and replacing the ceiling with a suspended grid and acoustic panel system. New LVT flooring will be installed over an encapsulating sealer.

The existing kitchen facility, which is part of the existing MPR building, will be expanded to address the shortcomings found in the FCA as well as MPC's desire to prepare meals on site. The expansion is anticipated to occur by repurposing some adjacent spaces as well as expanding the footprint of the building. This will allow for the introduction of modern cooking equipment as well as cold/frozen/dry storage. The existing 185 s.f. kitchen space will be increased to a total of approximately 1,900 square feet, per DoDEA Ed Spec recommendations, with a reconfiguration of the existing 600 square foot staff lounge. For purposes of the State Proposition 51 funding, this additional square footage is considered "new" and must be funded outside the Prop. 51 state grant. The project team will be tracking "new" construction costs separately for purposes of the state audit, but since that funding is a block grant in support of the larger project, the inclusion is "new" space is not prohibited.

The administration modernization will include reconfiguration of office spaces for administrative and counseling staff, as well as replacement of casework and finishes at the reception and teacher's workroom areas. Replacement of finishes will be similar to the classroom replacements: a combination of carpet and LVT flooring, tackable and painted wall surfaces, new acoustic ceiling tiles and substrate. Exterior improvements to the administration building include architectural element(s) to enhance identification of the main point of entry and a new electronic messaging board, in addition to the aforementioned building envelope improvements.



PSMI Grant Proposal  
04 August 2021

01.3 Description of Project Scope – New Buildings

The proposed project includes three new buildings and a kitchen/food service expansion to an existing building. All four areas of new square footage are in response to the 2018 Facilities Condition Assessment Spatial Adequacy Analysis that noted both the Gymnasium building and Information Center as required but not currently provided. The FCA the School Capacity Summary noted a shortage of six classrooms, which will be constructed as a new 5-classroom building and the 6<sup>th</sup> classroom will be for the 3<sup>rd</sup> Kindergarten classroom that is currently located in the adjacent Martha Negus building. This 6<sup>th</sup> new classroom will be part of the Information Center building to keep it within proximity to the two existing Kindergarten classrooms and Play Lot. The Information Center building will also include two new Transitional Kindergarten classrooms in anticipation of a forthcoming state requirement.

**Gymnasium/Multipurpose Building:**

This building is proposed for physical education, assembly, student theatrical and musical performances, and after-hours community use. Building will include a raised stage with storage below for chairs, 5-row bleacher seating opposite the stage, a 42-foot by 74-foot basketball court with synthetic flooring suitable for athletics with multi-sport linework, four to six basketball goals, a lobby vestibule entry space, multi-stall and family non-gendered restrooms, a single PE staff restroom with shower, and equipment storage rooms. The main gym space shall have a clear interior height of at least 24 feet, to allow for volleyball and similar uses. Protective padding will be provided along interior walls of the main gym space. Size of the main gym space shall accommodate a seated capacity of 500 (all students and teachers) for school-wide assemblies, with adequate exit aisles, circulation spaces, etc.

Programmatic spaces to satisfy DODEA and MPCS requirements include:

- Lobby with Restrooms.....400 s.f.
- Main Gym.....5,100 s.f.
- Gym Storage.....500 s.f.
- Stage.....800 s.f.
- Performance Storage .....200 s.f.
- Music Room .....1000 s.f.
- Music Storage.....250 s.f.

Placement of this building is anticipated to occur on the west end of the site, adjacent to the existing parking lot to facilitate community and after-hours use, with logical fencing/access separations so that the gym may be used after hours while leaving the remainder of the campus secured. Due to the proximity of the new parking lot access, ATEP-required windows will be utilized.

Mechanical systems for the gym shall be heat-pump type that provide heating and cooling, with capacity to meet fresh air requirements throughout the year. Lighting will be high-bay type LED fixtures with motion and daylighting controls to meet CA Title 24 requirements. Restroom fixture counts will be sized per California Plumbing Code Requirements for the worst-case occupant loads – typically the assembly use. Bottle filling stations will be included in addition to standard hi-lo accessible drinking fountains. Windows shall be electrically operated to allow for natural ventilation and shall be interlocked to the HVAC system to maintain energy conservation.

Electrical systems will include nominal convenience (power) outlets, data outlets and Wi-Fi coverage, a fully automatic fire alarm system with voice-evacuation system, sound system for public address and musical/theatrical performances, and basic stage lighting and rigging.

Floor finishes will include athletic-type synthetic flooring in the main gym space, ceramic tile in the restrooms, and LVT in the remainder of the spaces. Restroom walls will have a ceramic tile finish; gym, lobby, and storage room walls shall be impact-resistant painted gypsum board with the addition of protective padding to 5’ high at the main gym space.

**Info Center/TK/K Building:**

The Information Center is intended as a replacement and upgrade to the traditional “library” function. It will contain the traditional stack, circulation desk, and reading areas, but will introduce flexible learning and instructional spaces to support digital and other technological resources.



Programmatic space, following the DoDEA guidelines, is as follows:

- Stack Area (690 l.f. shelving) .....900 s.f.
- Instructional Area.....500 s.f.
- Storytime Area .....150 s.f.
- Circulation Desk .....125 s.f.
- Workroom/Storage .....300 s.f.
- Flexible Learning .....1200 s.f.
- Info Center Restrooms .....225 s.f.
- (2) TK Classrooms .....2400 s.f.
- K Classroom.....1200 s.f.
- Common TK/K Workroom.....300 s.f.

As the Info Center shall contain two single-occupant restrooms for students and a single-occupant staff restroom. Technology will include support for mobile flat-screen touch panels, data drops at each of the functional areas and Wi-Fi coverage through the building and exterior reading/instructional areas.

This new building will also contain a new classroom to serve the 3<sup>rd</sup> Kindergarten class currently housed in the Martha Negus building. This classroom is sized at 1200 s.f., which is comparable to the two existing Kinder classrooms on the main campus. Two new TK classrooms are included in the project to support the anticipated state requirement for on -site TK programs. These TK/K spaces includes the in-classroom student restrooms, and all three will share a common workroom. Classroom Floors will be a combination of Modular Carpet & LVT. Classroom Walls will be 50% Tackable Surfacing; 50% Painted gypsum board. Classroom Ceilings shall be 12x12 acoustical tile or 24x24 acoustical grid system.

The placement of this building is anticipated to fall north of the existing Kindergarten building, allowing for easy access from the entire site, while affording the creation of an exterior courtyard between the new and existing buildings that will serve as a newly renovated, secure Kinder play yard – see section on Site Improvements.

#### **Classroom Building:**

This building will house the five other new classrooms to complete the capacity requirement. Four of these classrooms shall all be 960 s.f. with planned occupancy of 18 for K-3 and 24 for grade 4-6 uses. Multi-occupant restrooms will be included to match the existing classroom wings. One classroom will be for special needs use, with its own single-occupant restroom and related specialized facilities, addressing an element noted as missing in the FCA.

Envelope – Wood-framed construction with plaster finish; Buildings with accessible attics will be insulated under the roof deck, otherwise rigid insulation will be added above the roof deck prior to re-roofing. Target will be +15% above CA Title 24 Energy Code. New and replacement windows shall be dual glazed with laminate glass layer and framing to meet Anti-Terrorism Force Protection (ATFP) requirements. Exterior doors and hardware to be replaced with new hollow-metal doors & frames, with new hardware to meet AB 3205.

HVAC – All-electric Heat Pump units with Energy Management System, toward Net Zero Carbon future. Thermostat controls for individual classrooms.

Plumbing – the building will contain multi-stall facilities for each sex, a non-gendered single occupant restroom and a staff restroom.

Lighting – LED Lighting for both interior and exterior; daylight harvesting and dimming controls per CA Title 24.

Power – two duplex convenience outlets per wall, with additional outlets as needed for specialized equipment.

Safety – New Campus-Wide Fire Alarm/Voice EVACS System.

Technology – New IDF's and infrastructure to support 10 data drops per classroom (includes 2 at ceiling for WiFi).

#### **Food Service Expansion:**

As noted previously, the existing food service area is significantly undersized at approximately 187 s.f. compared to the 2,074 s.f. recommended in the FCA, referencing the DoDEA Ed Spec. This proposal includes a complete removal of the existing food service facilities that have not been significantly improved since the original construction, and then replaced with an expanded-footprint facility that meets the DoDEA Ed Spec requirement. The expansion is



anticipated to occur at the south end of the cafeteria building, north of the administration building. The new area will allow for new and expanded cooking equipment, larger food preparation areas, proper serving lines and cashier area, dishwashing, and dry/cold/frozen food storage areas. The intent is to become a full-service kitchen that provides meals prepared on-site, as opposed to the current box-lunches prepared off-site at the LUSD Central Kitchen.

Programmatic spaces include:

- Main Kitchen (Prep/Service) .....1000 s.f.
- Receiving .....100 s.f.
- Cold/Freezer Storage .....500 s.f.
- Dry Storage.....500 s.f.
- Dishwashing .....300 s.f.
- Restroom.....65 s.f.
- Janitors Closet .....20 s.f.
- Food Service Office .....100 s.f.

Electrical service will be improved to the food service area and will be adequately sized and wired to allow for the future conversion to non-gas-fired food preparation equipment (i.e. all-electric). Although the food service industry is moving toward an all-electric future, current all-electric equipment offerings may not meet the school's food preparation immediate needs. Thus, natural gas infrastructure will be provided for the current and near-future needs, while outlets and electrical capacity will be provided for future all-electric equipment replacements.



## PSMI Grant Proposal

04 August 2021

### 01.4 Description of Project Scope – Site Improvements

#### **Parking**

The existing parking lot of 26 spaces was noted in the 2010 Facilities Condition Assessment as being inadequate, which is supported by site administration's report that there are 54 teachers/staff on site. The project proposes to repave and re-stripe the existing parking area to conform with current accessibility, electric vehicle, and CalGreen shading standards. Additionally, parking is proposed to be expanded with a new lot containing 28 spaces so that all teachers and staff can be accommodated, to be located on the west side of the site. Both existing and new parking lots are proposed to have lighting.

#### **Utilities/Infrastructure**

The site is served by the original utility infrastructure (1961); although the electrical service and distribution has already been identified as needing replacement due to anticipated service demands, other systems are proposed to undertake evaluations during the design phase grant to assess their condition and extent of replacement necessary.

In support of the state and federal government's moves towards fossil fuel reduction and greenhouse gas emissions reductions, the project proposes to replace the end-of-life gas-fired heating systems with electric heat-pump type systems, which greatly increases the site's electrical demand. Additionally, the original electrical systems from the 1960's are currently inadequate to support modern technology in the classrooms. A service upgrade from 800A to 1600A is currently anticipated, although the service size will be confirmed as the new HVAC and classroom loads are identified in the design grant process. Distribution wiring will be replaced, with new service panels at each building, and wiring replaced throughout the buildings.

Wet utilities (water and sewer) will be investigated and evaluated in the design grant. Per prior modernization of Lompoc Unified elementary schools built around the same time as MPCS, we anticipate that large portions of these systems will likely need replacement. Replacement of water systems is especially important with respect to lead-safe construction and fixtures.

Natural gas throughout the site serving each building is proposed to largely be abandoned, except for the expanded food service facility. At this building, gas service will be replaced to service the food service equipment. While great strides have been made with electric-only cooking equipment, pricing, limited selection, and unfamiliarity with that equipment leads us to propose continuation of natural gas use for the immediate future, while putting in place electrical distribution and outlets for future conversion and elimination of gas-fired equipment.

#### **Play Areas**

The project proposes to re-establish the former running track with a new decomposed granite running surface located approximately 40' northwest of its current location, to allow adequate space for the new classroom building. The interior of the track is proposed to be rehabilitated with a new irrigation system, gopher-wire subgrade protection, and hydroseeded grass. This area is programmed as the play space for the upper grade levels.

For the lower grade levels, an area of approximately 30,000 s.f. is proposed to be rehabilitated similar to the track infield described above: new irrigation, gopher-wire protection, and new hydroseeded grass. This will likely occur in the area used for interim housing, which will require rehabilitation after the interim housing is removed.

The addition of the Info Center/TK/K building is intended to create a secure, observable exterior play courtyard formed by the new building to the north and existing buildings to the east, south, and west. This courtyard play area is proposed to contain hard and soft surfaces, tricycle track, and an age-appropriate play structure.

#### **Miscellaneous**

Also included in site modernization will be the post-construction remediation of the site area where the interim buildings will be installed. The interim buildings will be placed on a gravel subgrade, so these areas will have the gravel removed, utilities capped and abandoned in place, subgrade replaced as necessary, and then hydroseeded



to match the existing playfields. Further discussion of the proposed interim housing solution is contained in a subsequent section.

The existing perimeter chain-link fencing is serviceable and is proposed to remain. Fencing along the front of the campus is proposed to be upgraded to black wrought iron and will be configured to support the single-point-of-entry security concept.



## PSMI Grant Proposal

04 August 2021

### 01.5 Description of Project Scope – Interim Housing

To facilitate modernization of existing facilities and expeditious construction of the new facilities, the project is proposing interim housing on the current property to house all functions and turn the main project site over to the general contractor(s) for construction in a single phase. Further explanation for the selection of this methodology can be found in section 03 Feasibility.

Interim Housing units include:

- (18) 24'x40' standard classroom units
- (2) 24'x40' standard classroom units with restroom for kindergarten use
- (2) 12'x40' multi-occupant restroom units, one for lower grades and one for upper grades; each with single-occupant staff restrooms
- (1) 48'x40 unit for Administration, including nurse's station and teachers' workroom.

The electrical service upgrade for the site will be installed at the onset of construction, so that it can power the interim housing installation. Wet utilities will need to be extended to serve the various interim restroom facilities.

Interim housing units will be installed over gravel base with asphalt paved circulation paths and then removed at the conclusion of the project. Most of this area will be rehabilitated and restored to grass play area per the discussion in 01.4 Site Improvements.



## PSMI Grant Proposal

04 August 2021

### 01.6 Description of Project Scope – ATRP Responses

Incorporated into the modernization of existing facilities and the proposed new structures, the project includes measures in response to Anti-Terrorism Force Protection per Unified Facilities Criteria (UFC) 4-010-01 DoD Minimum Antiterrorism Standards for Buildings.

Per email from Kenneth "Bob" Griswold at VSFB (GS-13 USSF SPOC 30 CES/CENM), who consulted with the local AT office, "it is confirmed that the 'low' level of protection should be used, with the smaller explosive weight to determine the setbacks."

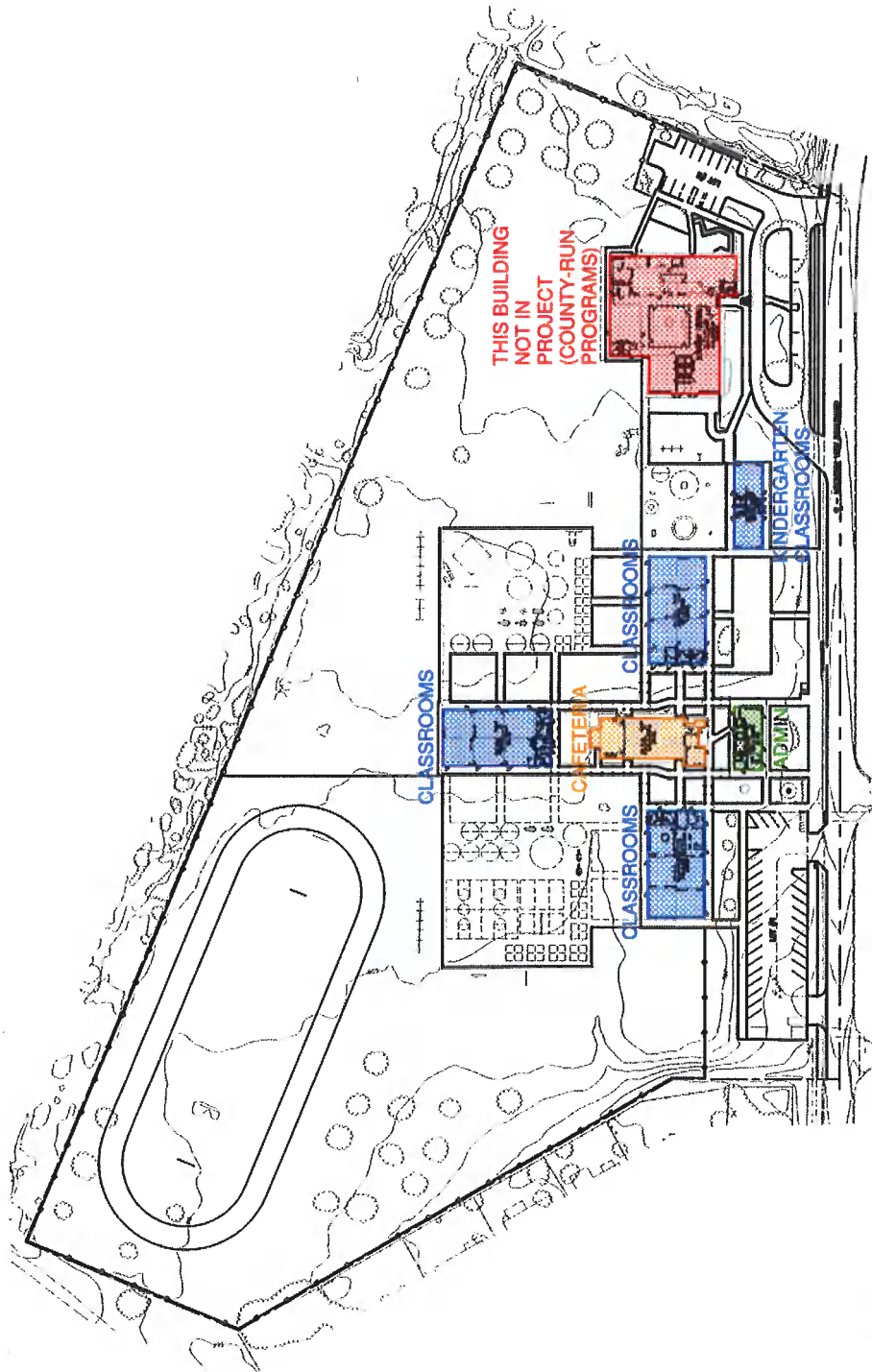
Proposed measures include:

- 33 foot (10 meter) minimum standoff distance for new parking from new Gym; existing parking is 45 feet from nearest building (UFC 4-020-01\_4-3.3.1.1).
- Dual-glazed windows with thermally broken aluminum frames and laminated glass inner panes, for new buildings and retrofit into existing buildings (UFC 4-010-01\_3-11 and B-3.1.3).
- All new exterior doors and frames to be hollow metal steel and shall open outward so that integral door stops provide blast protection. Existing doors and frames shall be replaced in same manner (UFC 4-010-01\_3-13 and B-3.2).



PSMI Grant Proposal  
04 August 2021

## 02.1 Site Plan Schematics – Existing Site/Facility



SITE PLAN

LOWPOC UNIFIED SCHOOL DISTRICT  
MANZANITA PUBLIC CHARTER SCHOOL  
PSMI EXPANSION & MODERNIZATION

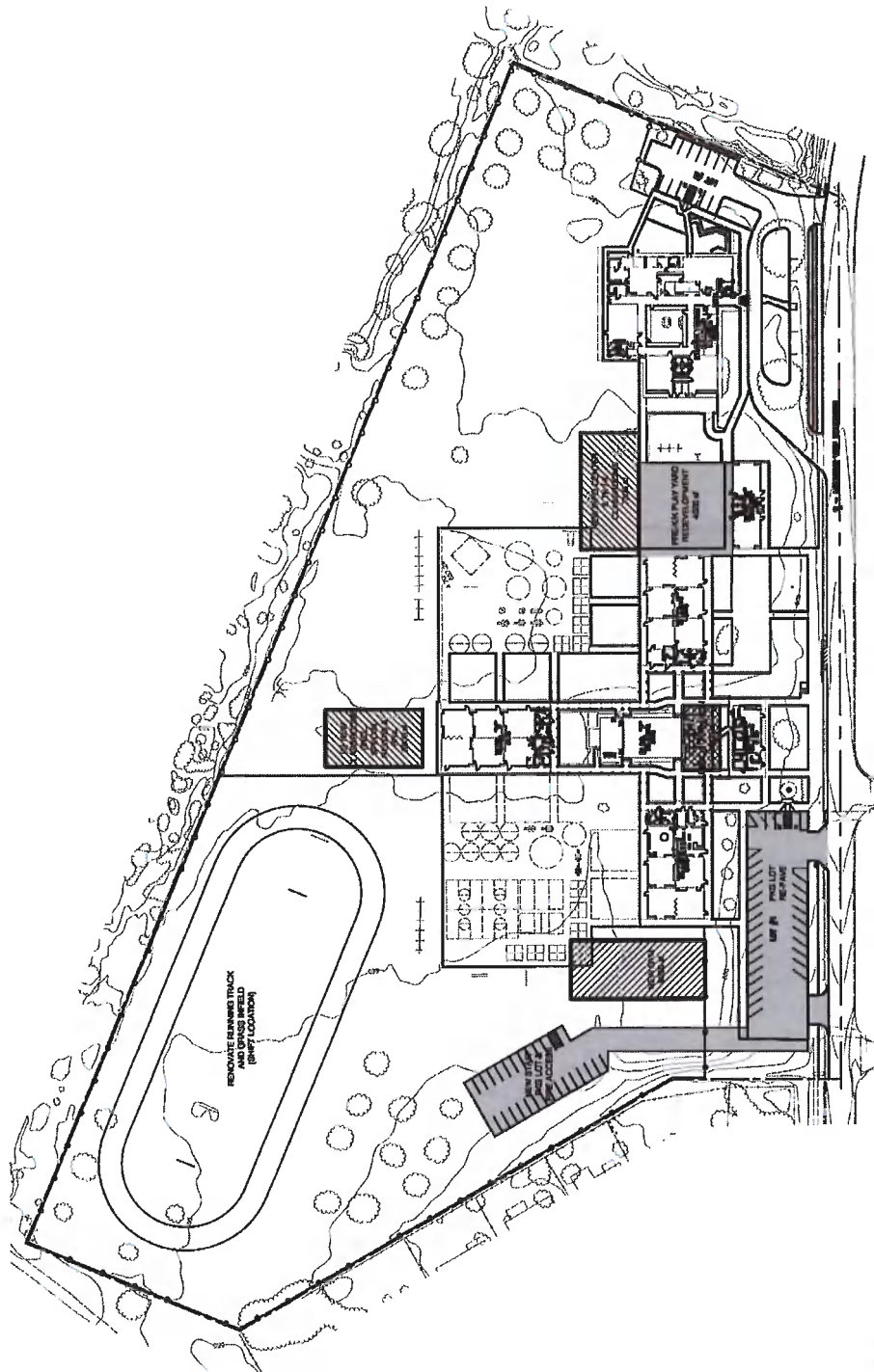
DATE: 07/27/2021  
REV: 001





PSMI Grant Proposal  
04 August 2021

## 02.2 Site Plan Schematics – Proposed Project



SITE PLAN

LOWFORD UNIFIED SCHOOL DISTRICT  
MANZANITA PUBLIC CHARTER SCHOOL  
PSMI EXPANSION & MODERNIZATION

DATE: 07/27/2021  
REV: 001, 0101





## PSMI Grant Proposal

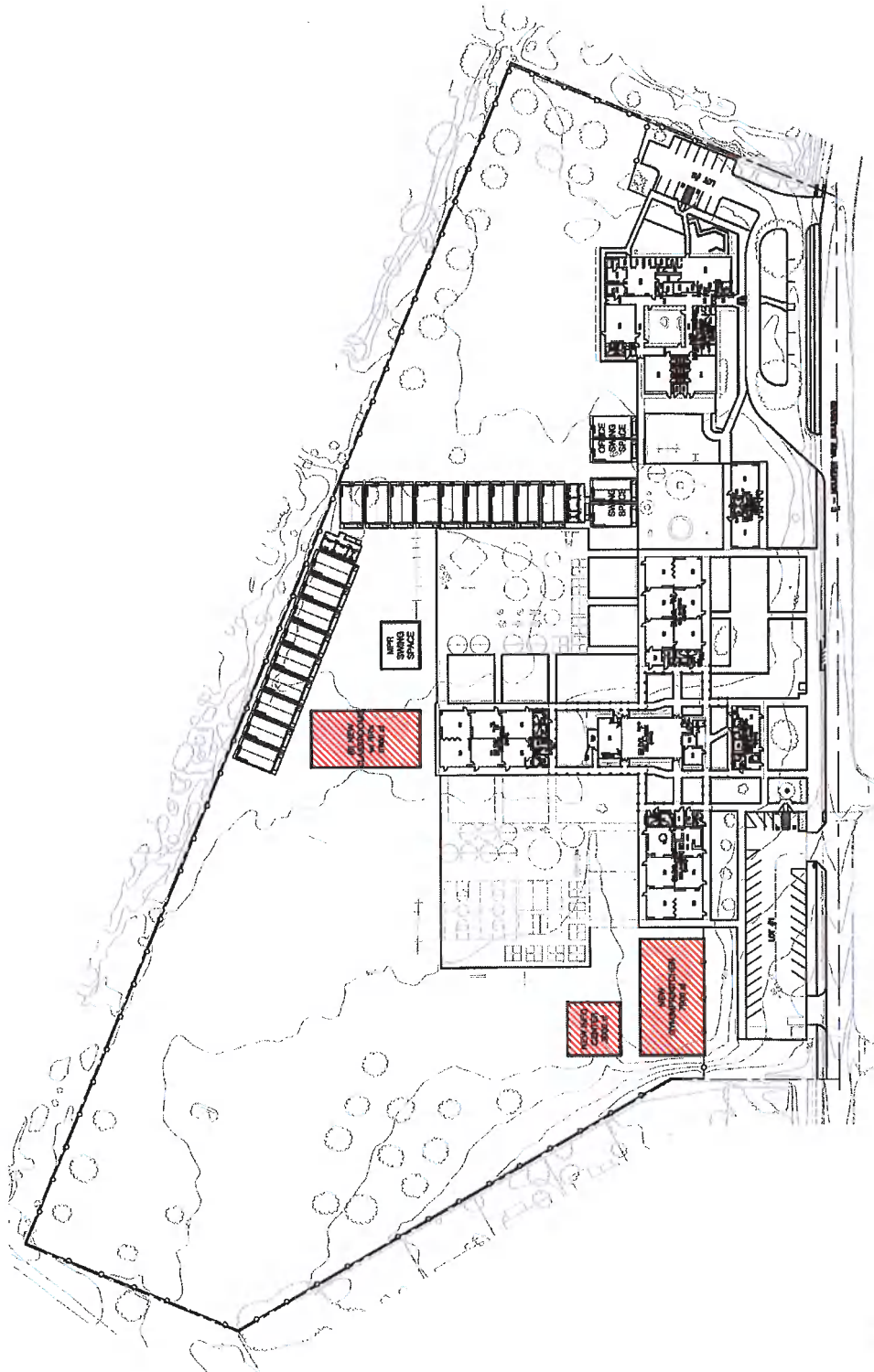
04 August 2021

### 03 Feasibility Analysis

Two primary options for the project were studied for feasibility and cost impacts. Scheme 1 was to modernize the existing facilities in place and add new buildings/facilities as dictated by programmatic needs and outlined in the FCA. This option (modernization) requires the use of interim housing to allow educational activities to continue throughout the course of construction. Scheme 2 was the construction all-new facilities in the playfields at the rear of the campus and then demolish the existing buildings and convert them to playfield use.

After review and discussion, Scheme 1 (modernization) was ultimately selected as the option to proceed with for further development.

**Scheme One site graphic:**



SCALE: 1" = 100'

DATE: 01.05.2021  
VIBZ JOB. 21001

LOWPOC UNIFIED SCHOOL DISTRICT  
MANZANITA PUBLIC CHARTER SCHOOL  
EXPANSION & MODERNIZATION

**SCHEME 1 - MODERNIZATION & EXPANSION**  
1A: TWO PHASES  
1B: SINGLE PHASE





# Scheme One Cost Analysis:

LUSD Manzanita Public Charter				
Option 1B - Modernize Existing in One Phase				
Conceptual Cost Estimate			January 26, 2021	
	Unit Cost	Qty	Cost	Notes
<b>Site / Infrastructure</b>			<b>\$1,252,000</b>	
Power	\$ 250,000	1	\$250,000	New service & distribution
Wet Utilities	\$ 150,000	1	\$150,000	
Comm & Dry Utilities (Gas)	\$ 225,000	1	\$225,000	
Hardscape	\$ 175,000	1	\$175,000	POT, Parking Lot, ADA Parking
Landscape/Irrigation Rehab (SF)	\$ 2	226000	\$452,000	NW fields, incl. interim demob rehab
<b>Modernization</b>			<b>\$4,372,000</b>	Re-Roof, Doors+Windows, Lighting, HVAC, Interior Finishes, Data/Comm, Restrooms
18 Classrooms (EA)	\$ 110,000	18	\$1,980,000	
Restrooms (EA)	\$ 150,000	10	\$1,500,000	
Kindergartens (EA)	\$ 125,000	2	\$250,000	
Cafetorium (SF)	\$ 90	3800	\$342,000	Not Kitchen
Admin (SF)	\$ 150	2000	\$300,000	
<b>New Buildings</b>			<b>\$9,043,000</b>	
6-Classroom Building/RR's (SF)		6800	\$3,268,000	
Classrooms	\$ 450	5760		
Restrooms	\$ 650	1040		
Gym/MPR/Kitchen (SF)			\$4,125,000	
Gym/MPR (SF)	\$ 450	6000		
Kitchen (SF)	\$ 750	1900		Including Kitchen Equipment
Info Center (Library/Media/etc)(SF)	\$ 550	3000	\$1,650,000	
<b>Swing Space (30 months)</b>			<b>\$1,500,500</b>	(18 std classrooms, 2 K classrooms, 2 RR, Admin, no MPR)
Pad Prep (SF)	\$ 4	37000	\$148,000	
Utilities / Infrastructure	\$ 310,000	1	\$310,000	Power, water, sewer, comm/clock/bell/FA
Portable Buildings			\$1,042,500	per quote from Class Leasing LLC
Lease (annual rate)	\$ 450,000	1.25		15 month duration for 1-phase
Mobilization/Demobilization	\$ 480,000	1		
<b>Subtotal</b>			<b>\$16,167,500</b>	
General Conditions (8%)			\$1,293,400	
Escalation (12%)			\$1,998,303	24 months for Option 1A
Contingency (20%)			\$3,233,500	
<b>Subtotal</b>			<b>\$22,692,703</b>	
Bonds & Insurance (2.5%)			\$567,318	
Contractor's Fee (6%)			\$1,361,562	
<b>Total Estimated Construction Cost</b>			<b>\$24,621,583</b>	
Soft Costs (25%)			\$6,155,396	A&E, Legal, Inspection, Testing Lab, DSA
<b>Total Estimated Project Costs</b>			<b>\$30,776,978</b>	



### Scheme One Discussion:

Scheme One had the benefits of being viewed by the public as a more environmentally friendly solution by nature of its re-use, extending the life of serviceable buildings. The identity of the campus could be maintained, while introducing new buildings and elements to bring new "life" to campus identity. Pedestrian and vehicle circulation remain in close proximity to the street, where bus drop-off brings the majority of the students.

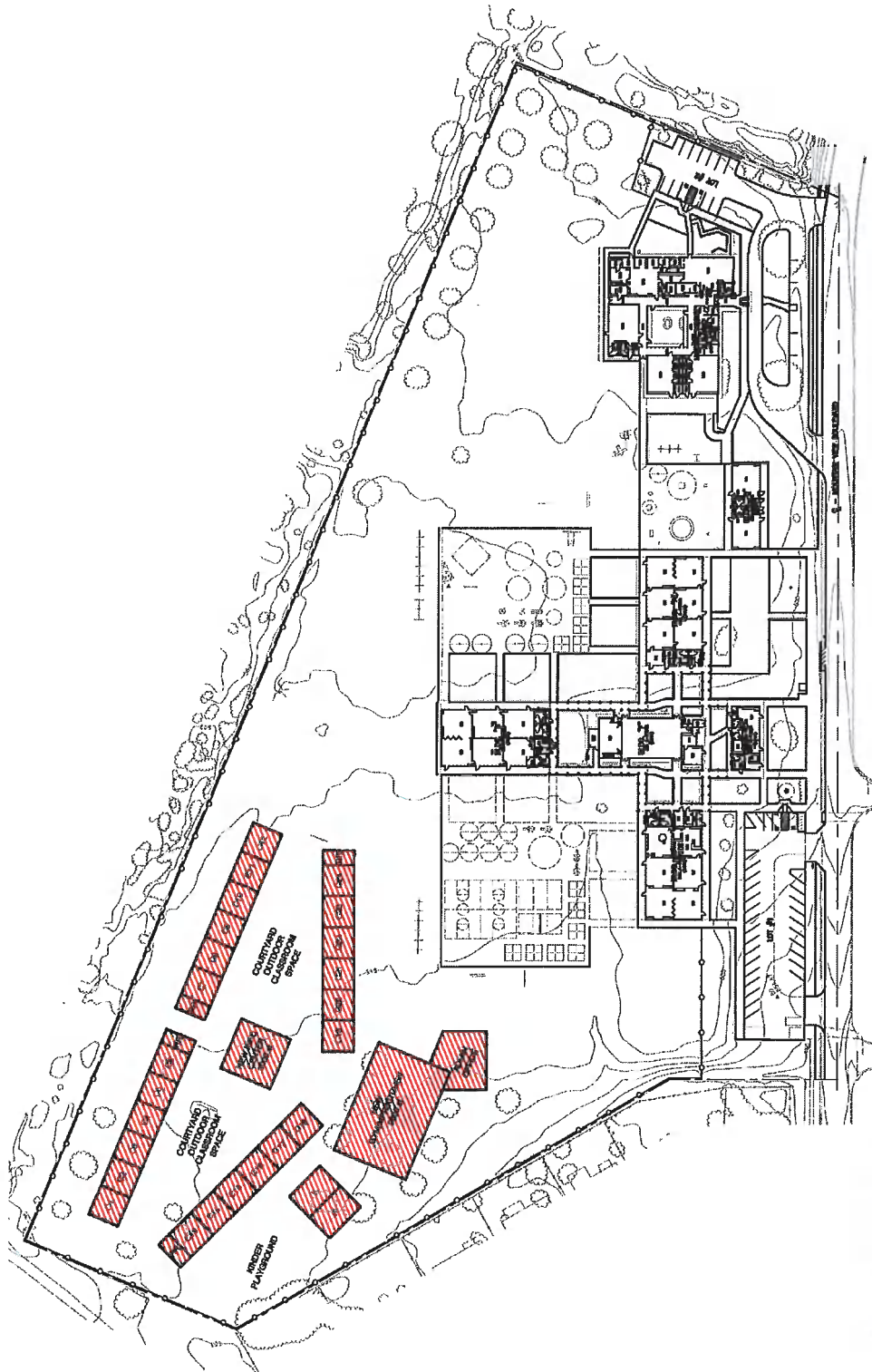
The necessary interim housing was not viewed negatively; in fact, those units have the benefit of providing air conditioning, where the existing classrooms are heat-only.

Positive	Negative
<ul style="list-style-type: none"><li>• Re-Use of existing buildings (sustainability)</li><li>• Maintain Campus Identity</li><li>• Buildings' proximity to street</li><li>• Playfields remain at rear of site</li><li>• Shorter construction duration</li><li>• Interim Housing provides a/c in near term</li><li>• Project Costs lower than Scheme Two</li></ul>	<ul style="list-style-type: none"><li>• Lesser lifespan compared to new construction</li></ul>

Scheme One was ultimately selected primarily based on the site layout/design and the desire to avoid putting the campus at the rear of the site, as well as the cost efficiency of the benefits yielded.



Scheme Two site graphic:



SCALE: 1" = 100'

DATE: 01 JUL 2011  
REV: 001 2101

LOMPOC UNIFIED SCHOOL DISTRICT  
MANZANITA PUBLIC CHARTER SCHOOL  
EXPANSION & MODERNIZATION

SCHEME 2 - REPLACE EXISTING WITH NEW,  
THEN DEMO EXISTING INTO NEW OUTDOOR SPACE





# Scheme Two Cost Analysis:

<b>LUSD Manzanita Public Charter</b>				
<b>Option 2 - All New/Demo Old &amp; Rehab Footprint</b>				
<b>Conceptual Cost Estimate</b>				January 26, 2021
	Unit Cost	Qty	Cost	Notes
<b>Site / Infrastructure</b>				
			<b>\$1,605,000</b>	
Power	\$ 300,000	1	\$300,000	
Wet Utilities	\$ 180,000	1	\$180,000	
Comm & Dry Utilities (Gas)	\$ 275,000	1	\$275,000	
Hardscape	\$ 400,000	1	\$400,000	New POT, Rehab (e) Parking Lot, ADA Pkg Around New Campus only (rehab below)
New Campus Planting/Irrigation (SF)	\$ 3	150000	\$450,000	
<b>Replacement Buildings</b>				
			<b>\$14,305,000</b>	
18 Classrooms (SF)	\$ 450	17100	\$7,695,000	
Restrooms (SF)	\$ 650	4000	\$2,600,000	
Kindergartens (SF)	\$ 500	2400	\$1,200,000	
Cafetorium (SF)	\$ 450	3800	\$1,710,000	
Admin (SF)	\$ 550	2000	\$1,100,000	
<b>New Buildings</b>				
			<b>\$9,043,000</b>	
6-Classroom Building/RR's (SF)		6800	\$3,268,000	
Classrooms	\$ 450	5760		
Restrooms	\$ 650	1040		
Gym/MPR/Kitchen (SF)			\$4,125,000	
Gym/MPR (SF)	\$ 450	6000		
Kitchen (SF)	\$ 750	1900		Including Kitchen Equipment
Info Center (Library/Media/etc)(SF)	\$ 550	3000	\$1,650,000	
<b>Demo (E) Buildings &amp; Rehab site</b>				
			<b>\$882,200</b>	
Building Demo (SF)	\$ 12	29000	\$348,000	
Site Demo (SF)	\$ 2	34000	\$68,000	
20% Intensive Rehab (Hardscape)	\$ 25	12600	\$315,000	Outdoor Learning, New Playground space
80% Minimal Rehab (landscape)	\$ 3	50400	\$151,200	
(E) Playground Rehab (SF)	\$ 2	43000	\$86,000	Slurry Seal & Restripe
<b>Subtotal</b>				
			<b>\$25,835,200</b>	
General Conditions (8%)			\$2,066,816	
Escalation (12%)			\$3,193,231	24 months for Option 1A
Contingency (20%)			\$5,167,040	
<b>Subtotal</b>				
			<b>\$36,262,287</b>	
Bonds & Insurance (2.5%)			\$906,557	
Contractor's Fee (6%)			\$2,175,737	
<b>Total Estimated Construction Cost</b>				
			<b>\$39,344,581</b>	
<b>Soft Costs (25%)</b>				
			\$9,836,145	A&E, Legal, Inspection, Testing Lab, DSA
<b>Total Estimated Project Costs</b>				
			<b>\$49,180,726</b>	



### Scheme Two Discussion:

Scheme Two has the advantage of all-new construction, with all of the benefits of new building materials, systems, the ability to configure the arrangement of the buildings without constraint, and an anticipated longer building life. However, the siting of the new campus toward the rear of the property, with play fields at the “front” was viewed negatively with respect to pedestrian and vehicle circulation, and to its cost premium over Scheme One.

There was additional discussion regarding how the all-new construction in Scheme Two would likely preclude participation in the state CSFP, which is limited to modernization projects and is currently the major source of anticipated match funding, but this was not a deciding factor in the decision between the two Schemes.

Positive	Negative
<ul style="list-style-type: none"><li>• Longer lifespan compared to new construction</li><li>• More opportunities for energy savings</li><li>• More flexibility in classroom layouts</li><li>• Minimized Interim Housing Costs</li></ul>	<ul style="list-style-type: none"><li>• Not as sustainable in terms of re-use</li><li>• New/Different Campus Identity</li><li>• Campus Core distance to street/parking</li><li>• Playfields at front of campus is atypical</li><li>• Longer construction duration</li><li>• 60% Cost Premium relative to Scheme One</li></ul>

Scheme Two was not selected due to the resulting location of the campus at the rear of the site, as well as the cost premium and the limited additional benefits that those additional costs would yield.



## PSMI Grant Proposal

04 August 2021

### 04 Reports Used in Analysis of Proposed Project

Although no reports were used in this phase of the project analysis, the design-phase grant proposes the following:

- Geotechnical Investigation and Report
- Geohazard Investigation and Report
- Percolation/Infiltration Investigation and Report



PSMI Grant Proposal  
04 August 2021

05 Current Concept Estimate

LUSD Manzanita Public Charter  
Option 1B (selected) - Modernize Existing in One Phase  
Conceptual Cost Estimate

August 4, 2021

	Unit Cost	Qty	Cost	Notes
<b>Expired Systems (Incl. Forecast)</b>			<b>\$6,710,700</b>	
Electrical Service & Distribution	\$ 450,000	1	\$450,000	Excludes Martha Negus Building New service & distribution to each building
Electrical - Branch Circuits	\$ 6	29000	\$174,000	
Ext. Door & Hardware Replacements	\$ 2,500	61	\$152,500	
Int. Door & Hardware Replacements	\$ 1,200	31	\$37,200	
Exterior Finishes - Painting (Bldg)	\$ 12,000	6	\$72,000	
Interior Finishes - Ceilings	\$ 7	29000	\$203,000	Acoustic panel & glue-up tile
Interior Finishes - Painting	\$ 2	29000	\$58,000	Incl. MPR stage refinishing
Interior Finishes - Tile/RR Reconfig (EA)	\$ 12,000	18	\$216,000	Per standard restroom modernization
Window Replacements	\$ 925,000	1	\$925,000	Incl. ATFP upgrades
Fire Alarm System Replacement	\$ 275,000	1	\$275,000	Incl. Voice EVACS
Lighting Fixture Replacement (SF)	\$ 11	29000	\$319,000	Incl. T-24 controls (dimming, daylighting)
Plumbing Fixtures/Piping	\$ 720,000	1	\$720,000	(in-building, incl. restrooms)
Re-Roof (SF)	\$ 12	40000	\$480,000	Tear-off, T-24 with 1" polyiso
Covered Walk Structural Repair/Re-Roof	\$ 20	6600	\$132,000	
HVAC Replacement	\$ 695,000	1	\$695,000	Switch to heat pumps
Intercom/PA	\$ 2	29000	\$58,000	
Casework (per classroom)	\$ 75,000	1	\$75,000	(Admin = 3x Classroom)
Parking Expansion (SF)	\$ 24	13000	\$312,000	Driveway and 28 spaces (2010 FCA)
<b>LEA Site Items not specifically listed in FCA:</b>				
Pre-K/K Courtyard Play Yard	\$ 28	9500	\$266,000	Redevelop asphalt into suitable play surf/struct.
Parking Lot Re-Pave (SF)	\$ 4	16000	\$64,000	Grind & 2" overlay
Hardscape POT Improvements	\$ 125,000	1	\$125,000	
Site Utilities	\$ 450,000	1	\$450,000	Water, Sewer, Gas
Landscape/Irrigation Rehab (SF)	\$ 2	226000	\$452,000	NW field/track, incl. interim demob rehab
<b>Functional Spatial Increases (Additions)</b>			<b>\$1,670,000</b>	
Kitchen/Food Service (new space)	\$ 750	1900	\$1,425,000	
Kitchen/Food Service (renovated space)	\$ 350	700	\$245,000	Incl. partial conversion of Staff Lounge
<b>New Buildings (detail next page)</b>			<b>\$10,537,500</b>	
Classroom Building/RR's (SF)		5800	\$2,810,000	
Classrooms (Incl. 1 Special Needs CR)	\$ 450	4800		
Restrooms	\$ 650	1000		
Gym (SF)	\$ 450	8250	\$3,712,500	
Info Center/TK/K (SF)	\$ 550	7300	\$4,015,000	
<b>Swing Space (15 months)</b>			<b>\$1,500,500</b>	(18 std CR's, 2 K classrooms, 2 RR, Admin)
Pad Prep (SF)	\$ 4	37000	\$148,000	
Utilities / Infrastructure	\$ 310,000	1	\$310,000	Power, water, sewer, comm/clock/bell/FA
Portable Buildings			\$1,042,500	per quote from Class Leasing LLC
Lease (annual rate)	\$ 450,000	1.25		15 month duration for 1-phase
Mobilization/Demobilization	\$ 480,000	1		
Subtotal			\$20,418,700	
General Conditions (8%)			\$1,633,496	
Escalation			\$2,523,751	24 months to mid-point at 6% per year
Contingency (20%)			\$4,083,740	
Subtotal			\$28,659,687	
Bonds & Insurance (2.5%)			\$716,492	
Contractor's Fee (6%)			\$1,719,581	
<b>Total Estimated Construction Cost</b>			<b>\$31,095,761</b>	
<b>Soft Costs</b>			<b>\$7,742,844</b>	
A&E	10.0%			
Geotech/Strutural/Utility Investigations	1.0%			
CEQA	0.5%			
Preconstruction (CM)	0.5%			
DSA	0.9%			
Legal	1.0%			
CM	5.0%			
Tests/Inspection	5.0%			
Other	1.0%			
Furniture/Fixtures/Equipment (5%)			\$1,554,788	
<b>Total Estimated Project Costs (Base)</b>			<b>\$40,393,393</b>	

Design Grant	Construction Grant
\$2,487,660.86	\$621,915.21
\$310,957.61	
\$155,478.80	
\$155,478.80	
\$279,861.85	
\$310,957.61	
	\$1,554,788.04
	\$1,554,788.04
	\$310,957.61

\$3,700,395.53
\$740,079.11 20% match (LUSD)
\$2,960,316.42 80% balance (PSMI)



## PSMI Grant Proposal

04 August 2021

### 05 Current Concept Estimate – New Building Detail

#### LUSD Manzanita Public Charter

Option 1B (selected) - Modernize Existing in One Phase

Conceptual Cost Estimate

August 4, 2021

	Unit Cost	Qty	Cost	Notes
<b>New Buildings - Detail</b>			<b>\$10,537,500</b>	
<b>6-Classroom Building/RR's (SF)</b>		5800	\$2,810,000	
Classrooms (incl. 1 Special Needs CR)	\$ 450	4800		
Site/Pad	\$ 15			
Foundation	\$ 40			
Structure	\$ 70			
Envelope	\$ 90			
Interiors/Finishes	\$ 75			
M/E/P Systems	\$ 150			
Other	\$ 10			
Restrooms	\$ 650	1000		
Site/Pad	\$ 15			
Foundation	\$ 40			
Structure	\$ 70			
Envelope	\$ 90			
Interiors/Finishes	\$ 125			
M/E/P Systems	\$ 300			
Other	\$ 10			
<b>Gym (SF)</b>	\$ 450	8250	\$3,712,500	
Site/Pad	\$ 20			
Foundation	\$ 60			
Structure	\$ 100			
Envelope	\$ 80			
Interiors/Finishes	\$ 60			
M/E/P Systems	\$ 120			
Other	\$ 10			
<b>Info Center (Library/Media/etc)(SF)</b>	\$ 550	7300	\$4,015,000	
Site/Pad	\$ 15			
Foundation	\$ 40			
Structure	\$ 70			
Envelope	\$ 90			
Interiors/Finishes	\$ 125			
M/E/P Systems	\$ 200			
Other	\$ 10			

### 05a Future Cost Estimates

During the design grant phase, a third-party cost estimator that specialized in public-works project estimating will be engaged provide project estimates at the 30%, 60% and 90% completion stages.



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## 06 Cost and Construction Standard Comparison

### Modernization

Modernization of the existing buildings and the related replacement of expired systems is consistent with LUSD's Measure N Bond Program that took place in 2003 – 2005, which included site infrastructure upgrades, technology upgrades, restroom remodeling including accessible standards. Interior finish upgrades were intended to be implemented in that effort, but insufficient funds postponed those improvements. Manzanita (formerly Los Padres Elementary) was excluded from the Measure N Bond Program due to the fact that VSFB was demolishing the surrounding off-base housing and this campus was temporarily closed. MPCS began charter school operations in 2008, but the majority of the bond funding had been exhausted by that time. This project proposes to include the upgrades to MPCS that were implemented at all other LUSD campuses under Measure N.

The estimated cost of modernization (buildings) at \$190/s.f. is aligned with costs we have seen on other projects such as the Carpinteria High School Modernization of Buildings B, C, D, F, and G, which comprised of work of similar scope, including new doors/hardware, restroom remodels, new floor and ceiling finishes, new HVAC systems, and new power/data cabling. Project was completed in August 2020 with a final cost of \$136/s.f. over a project area of 47,400 s.f. The MPCS modernization costs of \$264/s.f. (\$174/s.f. + markups) is justified due to the additional comparative scope of window replacements and re-roofing.

### Kitchen Expansion

MPCS's program requirement for on-site cooking requires a larger kitchen than other LUSD campuses but is in line with kitchen expansions we have recently seen at other elementary campuses, especially with the renewed focus on fresh-prepared meals. Our recent similar project at Rio Lindo Elementary in Oxnard, CA involved a similar program to demolish the undersized kitchen and then reconstruct and expand that 1190 s.f. kitchen area by 1200 s.f. to accommodate new cold/dry/freezer storage and receiving areas. Work was completed in June 2020.

Cost for that portion of the project was approximately \$2.2m, which is comparable to \$2.5m estimate for the MPCS Kitchen Expansion (\$1.67m + markups).

### Classroom Building

The classroom building proposed for MPCS is similar in nature to the existing campus and throughout the District. Classrooms are state-standard sized, with restroom facilities sized to match. KBZ is completing a series of new classroom buildings for Santa Barbara Unified School District, and their new classroom building at Monroe Elementary is about to begin construction with a cost of \$621/s.f., which is proximate to the MPCS cost figure of \$736/s.f. considering additional costs for restrooms and ATRP upgrades to the doors and windows.

### Gym Building

The proposed Gymnasium building is similar in nature to the Gymnasium/Event Center recently built at Akers School at Lemoore Naval Air Station under the PSMI program, although somewhat smaller in size (Akers at 14,200 s.f. vs. MPCS at 8,250 s.f.). Both projects contain the same primary program elements: main gymnasium/exercise area, small raised stage, and music classroom. The Akers project cost figures were \$494/s.f., which is similar to the proposed MPCS building at \$450/s.f.

### Info Center/TK/K Building

This building is relatively unique due to the relatively recent move away from traditional "libraries" with a shift toward technology and flexible learning spaces. However, the Kindergarten and Transitional Kindergarten classrooms are more traditional learning spaces found throughout the District and region – main teaching spaces of approximately 1200 s.f. with internal restrooms to facilitate observation and minimize classroom disruption, as well as internal workrooms.



A recent project for Santa Barbara Unified – the Visual Arts and Design Academy (VADA) is similar in function to the proposed MPCS Info Center Building, with flexible learning spaces and technology-driven environment. This project is currently in the bid phase, with projected costs currently at \$1,062/s.f., however, this project's sitework costs of \$498,000 are relatively inflated due to the unique nature of the site and existing conditions. The MPCS's estimated cost at \$836/s.f. (\$550/s.f. + markups) are consistent when factoring in these differences.



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### 07 List of Permits Required

The proposed project will require the following permits:

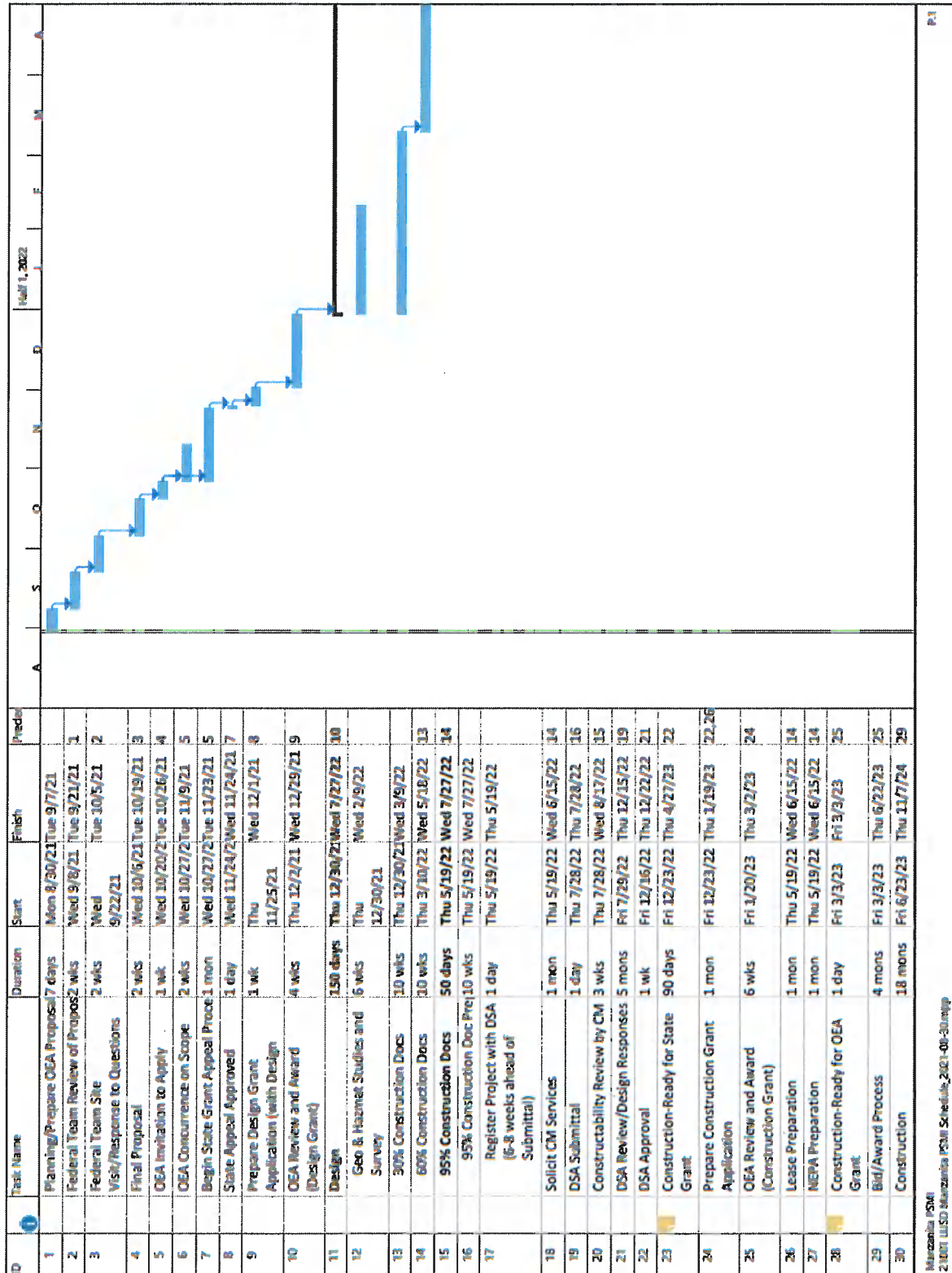
- National Environmental Policy Act (NEPA) – by installation (VSFB)
- California Environmental Quality Act (CEQA) – by LEA (LUSD)
- California Division of the State Architect (DSA) – for interim housing
- California Division of the State Architect (DSA) – for main project
- County of Santa Barbara Environmental Health Services (EHS) – for kitchen expansion



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## 08 Estimated Time Schedule

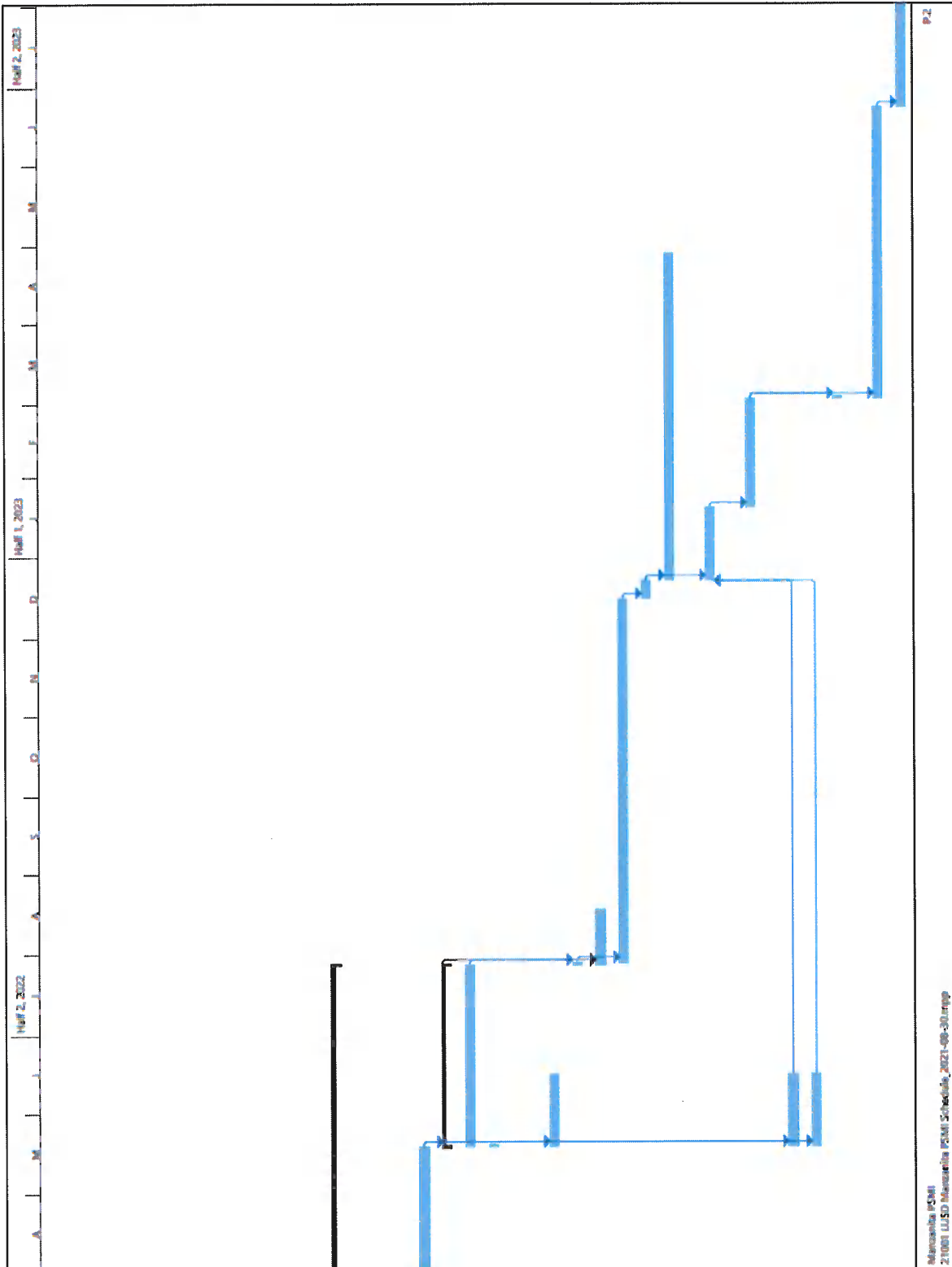




## PSMI Grant Proposal

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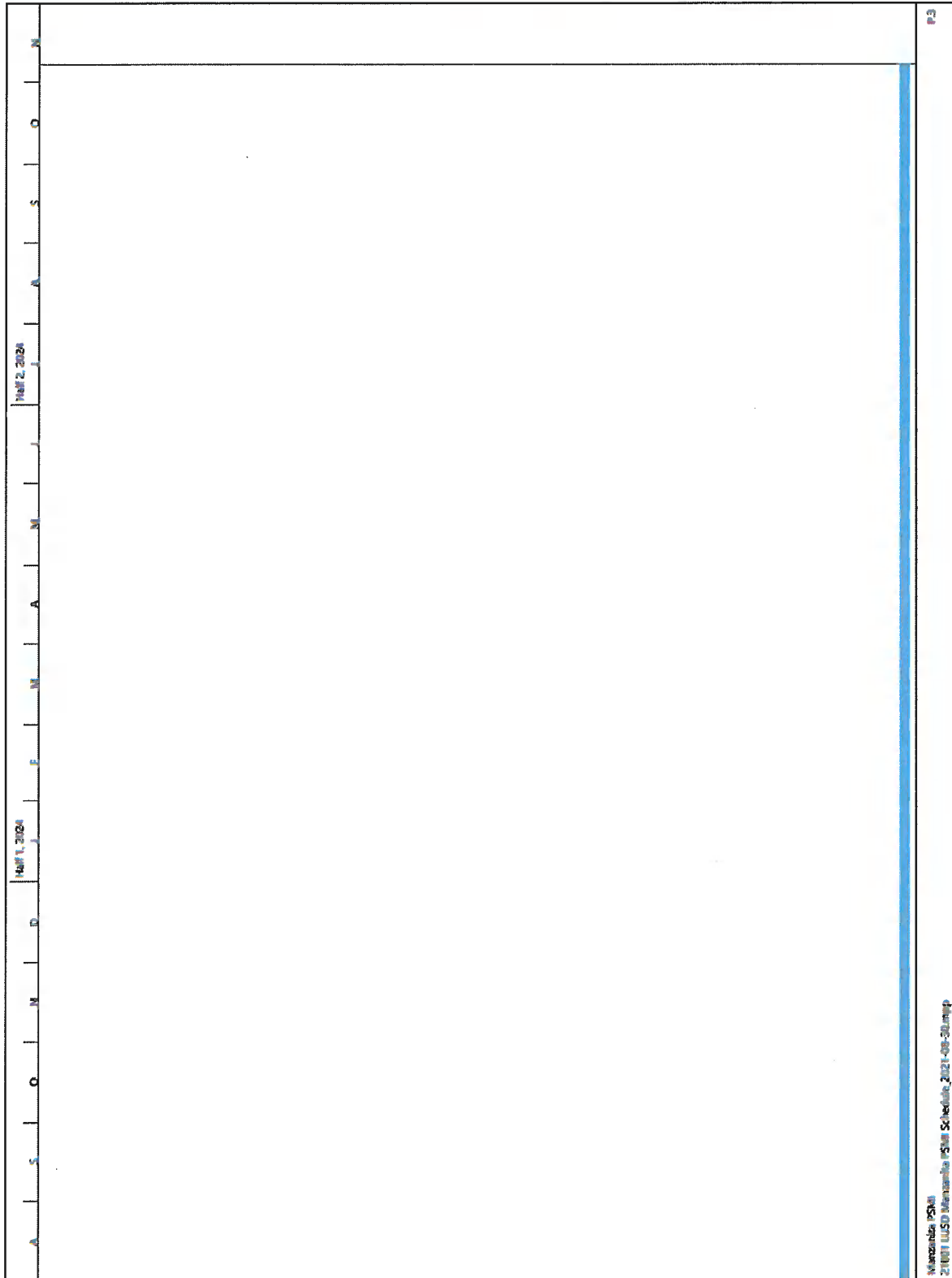
### 08 Estimated Time Schedule





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## 08 Estimated Time Schedule





## PSMI Grant Proposal

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### 09 Statement of Support from Installation

(placeholder) – insert PDF of letter from VSFB



## PSMI Grant Proposal

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### 10 Statement of Non-Flood Hazard Location

(placeholder) – insert PDF of Firmette or other from Louis or VSFB CES

(Note: public-facing FEMA website does not show areas within installation boundaries)



## PSMI Grant Proposal

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### 11 Letter from LEA Regarding Matching Funds

On February 21, 2018, the Office of Public School Construction (OPSC) informed Manzanita Public Charter School that the State Allocation Board (SAB) approved its application for a Charter School Facilities Program (CSFP) Preliminary apportionment for the LEA's charter school rehabilitation project (application # 54/69229-00-002) at the January 24, 2018, SAB board meeting. A preliminary charter school apportionment is a reservation of CSFP bond authority for a construction project.

Lompoc Unified School District (LUSD) has executed a Memorandum Of Understanding with Manzanita Public Charter School (MPCS) such that eligibility for the State's Proposition 51 funding has been transferred from MPCS to LUSD to facilitate this project through the PSMI program.

#### BACKGROUND ON THE PROPOSITION 51 CHARTER SCHOOL FACILITIES GRANT

In 2002, Assembly Bill 14 created the CSFP. Through the passage of the Kindergarten-University Public Education Facilities Bond Acts of 2002 (Proposition 47), 2004 (Proposition 55) and 2006 (Proposition 1D), \$900 million has been made available for the new construction of charter school facilities or the rehabilitation of existing school district facilities for charter school use. Proposition 51 made an additional \$500 million available for the CSFP. This program allows charter schools that provide site-based instruction to access State facility funding directly or through the school district where the project will be physically located.

The CSFP permits a charter school to apply for a Preliminary Charter School Apportionment for new construction projects and rehabilitation of existing district-owned facilities that are at least 15 years old. To qualify for funding, a charter school must be deemed financially sound by CSFA

#### PLANS FOR EXPANDING THE SOURCE OF MATCHING FUNDS

Between May and October of 2020, Manzanita Public Charter School, Lompoc Unified School District, the Department of Defense, and the Office of Public School Construction worked collaboratively to review Manzanita's Prop 51 allocation to determine if the allocation could be expanded to address the 20% match for the PSMI award. During this review period, it has been determined that Manzanita Public Charter School is eligible for additional **CSFP** Prop 51 funds which would sufficiently cover the 20% match for the PSMI Facilities Project.

Concurrent with the Federal Review of this proposal, OPSC will review the project proposal and confirm final eligibility for **CSFP** Proposition 51 funding. Those funds are anticipated to be made available during the design-phase grant period for use in the construction grant period. MPCS has received a preliminary apportionment from Prop 51 in the amount of \$735,694.00, which will be used to fund the 20% match of the design grant.

#### BOND MEASURE HISTORY

LUSD has placed four bond measures on the ballot since 2000:

- Bond Measure N – passed in 2002 for \$38,000,000 with construction through 2014.
- Bond Measure L – failed in 2016, sought \$65,000,000
- Bond Measure Q – failed in June 2018, sought \$79,000,000
- Bond Measure E – failed in November 2018, sought \$79,000,000

It is not anticipated that another bond measure will be sought in the near future such as would be relevant to this project's proposal.

Respectfully,

Douglas Sorum

Interim Assistant Superintendent of Business Services

Lompoc Unified School District



## PSMI Grant Proposal

04 August 2021

### 12 Environmental Information

The design team will support the installation's (VSFB's) efforts to conduct the environmental review required by the National Environmental Policy Act (NEPA). Support includes provision of site statistics, options evaluated, etc.

We anticipate that the NEPA process will begin during the design-grant process, after the buildings and site have completed schematic design and can thus be evaluated for potential impacts. This timing also allows for inclusion of mitigation measures into the project, should any be required.

The California Environmental Quality Act (CEQA) review process conducted by LUSD is anticipated to run concurrently with the installation's NEPA review. Information is anticipated to be shared between the respective responsible parties, as there are many commonalities.

At this time there are no known environmental or cultural resources at the project site to which the proposed project might cause significant impacts.



## PSMI Grant Proposal

04 August 2021

### 13 LEA Financial Information

The following pages contain financial data from LUSD's four prior fiscal years; the most recent has not yet been audited.

- Fiscal Year 2019-2020
- Fiscal Year 2018-2019
- Fiscal Year 2017-2018
- Fiscal Year 2016-2017



## **ITEM TITLE: Budget Revisions to Covid Funds 21/22**

**Date : September 15, 2021**

BACKGROUND: Manzanita Board approved a preliminary budget in May 2021 for covid funds for the 20/21 – 22/23 fiscal years.

Here is an update of the budget and proposed changes. Due to savings in various areas there is an added item in ESSER 3 to pay for 1 part time certificated administrator. This position will work with teachers to implement the current intervention program designed to address student achievement in the next 3 years.

**In Person Instruction (IPI)** – Received and **spent** 100% of this in 2020/2021.

Spending included :

- Backfilled all reopening costs, extra deep cleaning of campus, one additional bus for social distancing.

Total : \$144,852 (increased in August 2021, was \$124,236)

**Expanded Learning Grant (EPO)** – Received partial funding and will spend 100% of this in 21/22.

- Will cover TOSA's positions (STEAM/Outdoor), supplies for both programs and one extra Instructional Aide

Total : \$265,047

**Governors Emergency Relief (GEER)** – Spend 100% 21/22

- Will cover all sanitation stations on campus due to Covid

Total : \$18,000

**Federal ESSER 1 – **Spent 100% in 19/20 and 20/21****

- Spending included classroom supplies for distant learning, medical supplies in response to Covid, Technology for distant learning and classroom, furniture for social distancing, Zoom licenses, tent rentals and purchases.

Total : \$76,745

**Federal ESSER 2 – Will spend over next 2 years.**

- Will pay for Extended Day wages for teachers
- Summer School July 2021
- On site counseling – 1 year

Total : \$304,224

**Federal ESSER 3 – will spend over the next 3 years**

- Will cover TOSA's positions (STEAM/Outdoor), supplies for both programs and one extra Instructional Aide Year 2
- One additional TOSA for teacher and learning support (part time)
- On site counseling – Year 2
- Hire part time administrator to mitigate learning loss – 1 year – New cost
- Assessment software tools – 3 year contract
- On line software platforms
- Equipment and supplies for STEAM/Outdoor learning groups
- Professional Development (Win Time)
- Transportation – 6<sup>th</sup> bus for social distancing
- Deep cleaning of campus during school recess and extra staffing

Total : \$689,919

RECOMMENDATION: Approve Revised Budgets for Covid Funding

RESOURCE PERSON: Suzanne Nicastro, Nancy Dow

**FISCAL IMPACT: \$1,531,687**

FUNDING SOURCE: State of Calif., Federal

**COVID Funding Sources Allocation Plan 2021/2024**

				Total Allocation	\$	32,587	\$	265,047	\$	144,852	\$	18,400	\$	76,658	\$	304,224	\$	689,919	\$	1,531,687
				Remaining	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Action	Notes	Changes for 21/22 Proposed 12-Sep-21	Amount	LLM - P98 RES 7420 June 30, 2021	Expanded Learning RES 7425/7426 August 31, 2022	In Person RES 7422 August 31, 2022	LLM - GEER RES 3215 September 30, 2022	ESSER I RES 3210 September 30, 2022	ESSER II RES 3212 September 30, 2023	ESSER III RES 3213/3214 September 30, 2024	Remaining									
2				100% SPENT		100% SPENT					\$ -									
3	Backfill 20/21 Reopening: (\$144,852) - IPI					ACTUALS 06/30/2021					\$ -									
											\$ -									
4	1. Additional Staff to support reopening	Delivery of food, support - need costs, Kim Hurd Jan-June, Mayra Saines April-June 2021 - coded to 7425 in error - JV to move				\$ 70,841				\$ -	\$ (70,841)									
5	2. Technology for classroom	Supplies for classroom distant learning/reopening				\$ -					\$ -									
6	3. Custodial Services Increased	Extra cleaning during pandemic/closure				\$ 24,217		\$ -	\$ -	\$ -	\$ (24,217)									
7	4. Outdoor Learning Spaces/Reopening Supplies	Tents, tables, tech,				\$ 3,096	\$ -			\$ -	\$ (3,096)									
8	5. Covid Testing and PPE	LVMC Testing				\$ 5,511	\$ -				\$ (5,511)									
9	6. Transportation	6th Bus Jan - June				\$ 41,186					\$ (41,186)									
STAFFING:																				
10	TOSA - Steam	Enrichment Classes - MV - Total comp 2 yrs	Corrected salary for year 2	\$ -	\$ 100,000					\$ 100,000	\$ (200,000)									
11	TOSA - Outdoor Learning Instructor	Enrichment Classes HP - Total comp 2 yrs	Corrected salary for year 2		\$ 115,000					\$ 115,000	\$ (230,000)									
12	Instructional Aides (1)	10% of EPO 21/22 and Esser 3, year 2	No change -2 years		\$ 26,505					\$ 65,303	\$ (91,808)									
13	TOSA - Provide teacher support	Kim Hurd @ 50% - 1 year	Moved to ESSER 3		\$ -				\$ -	\$ 50,000	\$ (50,000)									
14	Extended Day for Classroom Teachers	20 teachers, incl ER Costs - 1 year	Reduced # of days/budget						\$ 87,800		\$ (87,800)									
15	Health Assistant	100% paid out of General Fund							\$ -	\$ -	\$ -									
16	Summer School - 2021	Based on current budget	Estimated costs are in process						\$ 141,424		\$ (141,424)									
	Beth - Counseling	2 yrs ESSER III	Moved to Esser 2 & 3 (2 years)						\$ 75,000	\$ 74,358	\$ (149,358)									
	Hire Administrator to address LLM	Kathi Froeming	ESSER 3 - 1 year						\$ -	\$ 50,000	\$ (50,000)									
SUPPLIES/EQUIPMENT:																				
18	Star Renaissance 3 year contract									\$ 60,000	\$ (60,000)									
19	Online software platforms	Freckles, Others	Added 5,000				\$ -			\$ 10,000	\$ (10,000)									
			Moved to Year 1 - ELO, Year 2-																	
20	Equipment for Steam/Outdoor classes	Shed, supplies for STEAM, Outdoor	ESSER 3		\$ 23,542					\$ 28,458	\$ (52,000)									
21	Professional Development - Staff	Win Time	Added to ESSER 3				\$ -			\$ 15,000	\$ (15,000)									
CONTRACTS																				
23										\$ -	\$ -									
24	Transportation (6th bus)	\$500 x 180 - 1 year Extended day	Increased daily rate							\$ 91,800	\$ (91,800)									
		Big Green - Summer / Extra hrs 2 yrs plus																		
26	Cleaning of campus	summer cleaning	Unchanged				\$ -			\$ 30,000	\$ (30,000)									
27	Marborg - Sanitation	\$1200/month x 12	Added to GEER 1				\$ 18,400			\$ -	\$ (18,400)									

# **Manzanita Public Charter School**

## **Board Agenda Information Sept 15, 2021**

ITEM TITLE: Unaudited Actuals (UA) 2020/2021

AGENDA TITLE: Approval of Unaudited Actuals 2020/2021

BACKGROUND: This is the final report for 2020/2021 that will be audited in November 2021 line by line for accuracy. The Unaudited Actuals are due to LUSD and SBCEO (County) by September 15, 2021 and uploaded to the CDE by the County on October 15, 2021

The Alternate Form / Unaudited Actuals includes all of the umbrellas (entities) of the Charter :

- Charter
- Prop 51 Facilities
- Fundraising

Totals for each entity above are prepared to a one page document that is prepared in SACS codes Government codes on an “Alternate Form” which is used by charter schools. This is the document to be sent to the agencies and CDE and will be audited for accuracy.

RECOMMENDATION: Approval of Unaudited Actuals for 2020-2021

## **Narrative of Manzanita Financial Picture for year ending June 30, 2021:**

### **CHARTER:**

After the 2<sup>nd</sup> (and not final) roller coaster of covid related school finances, Manzanita ends the year with an unexpected surplus of \$198,144

A trip down memory lane would show the following:

Adopted Budget: **Deficit spending of (\$88,302)**

1<sup>st</sup> interim budget (Dec 2020): **Deficit spending of (\$201,982)** -Adding reopening one time general fund extra expenses of over \$150,000. Included in these budget changes was adding staff for reopening in Fall 2020, extra custodial services for deep cleaning, create outdoor classroom space for reopening, additional roving sub to handle absences and classroom support.

2<sup>nd</sup> interim budget (March 2021): **Deficit spending of (\$221,273)** Adding an additional \$10,000 for technology, onetime bonus for staff and the ongoing cost of operations during the pandemic.

June 30, 2021 ends this year with a surplus of \$198,144. Below are some possible reasons for the change:

1. The State released additional Covid funds in April 2021 totaling \$144,852 for Manzanita that was used for In Person Instruction, covering all the expenses approved in the 1<sup>st</sup> Interim.
2. Special Education costs were the same as 2019/2020 (\$150,000 contribution to operate program instead of budgeted \$190,000)
3. Overall costs were under budget in many areas of operations. The main focus of running the school last year was the pandemic and as one-time covid funding poured in to address the needs of the students and staff, less was spent on 'normal' operations.
4. Funding was based on attendance from the 2019/2020 school year where the ADA was 404. Our actual ADA was lower.

**The charter financials are now closed and will be subject to the final audit in November 2021.**

The First Interim 2021/2022 will show the multiyear projections, sustainability of reserves for the next 2 years and the impact of returning to normalcy on the budget.

**FUNDRAISING:**

In the absence of Manzanita's major event of Winter Wonderland, families and friends instead contributed to the Jogathon bringing in over \$12,000. This is a record high for our school!

After supporting the arts and drama department by purchasing spotlights, audio equipment and costumes for the Peter Pan play, there is a balance of approximately \$13,000 for seed money to start this fiscal year. The PTSO has already met and discussing options for fundraising goals and way to support the students and staff.

**PROP 51 FACILITIES:**

Here is a short recap of where we are financially with our Prop 51 Grant:

\$73,569 Received in May 2019 for design funds

\$30,984.38 Spent in 19/20 (Architectural fees)

\$31,973.78 Spent in 20/21 (Architectural fees and State Development Fees)

\$10,610.84 Balance – Cash as of 06/30/21

**RECAP OF UNAUDITED ACTUALS**

Recap of Unaudited Actuals 2020/2021			
	Charter	Fundraising	Total
<b>Revenues 20/21</b>	<b>5,133,149.01</b>	<b>21,710</b>	<b>5,154,859</b>
<b>Expenses 20/21</b>			
<i><b>Salaries</b></i>			
*Certificated	2,221,662	-	2,221,662
*Classified	635,801	-	635,801
*Benefits	789,056	-	789,056
<b>Total Salaries</b>	<b>3,646,519</b>	<b>-</b>	<b>3,646,519</b>
Supplies	301,783	13,094	314,877
Contracts	873,475	750	874,225
Oversight fees	113,228	-	113,228
<b>Total Expenses</b>	<b>4,935,005</b>	<b>13,844</b>	<b>4,948,849</b>
Net change	198,144	7,866	<b>206,010</b>
<b>Overall Surplus/Loss*</b>	<b>198,144</b>	<b>7,866</b>	<b>206,010</b>

Manzanita Public Charter School  
Alternate Form Worksheets

Year Ending June 30, 2021		CHARTER			FUNDRAISING			GRAND TOTAL		
Description	Object Code	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>A. REVENUES</b>										
<b>1. Revenue Limit Source</b>										
Education Protection Account	8012	1,027,978.00		1,027,978	-		-	1,027,978.00		1,027,978.00
LCFF	8015	1,696,085.00		1,696,085.00	-		-	1,696,085.00		1,696,085.00
State Aid - Prior Years	8019			-	-		-	-		-
Tax Relief Subventions (for rev. limit funded schools)	8020-8039			-	-		-	-		-
County and District Taxes (for rev. limit funded schools)	8040-8079		-	-	-		-	-		-
Miscellaneous Funds (for rev. limit funded schools)	8080-8089			-	-		-	-		-
Charter Schools Funding in Lieu of Property Taxes	8096			-	-		-	-		-
	8096	1,051,277.00		1,051,277.00	-		-	1,051,277.00		1,051,277.00
	8091, 8097			-	-	-	-	-	-	-
Total, Revenue Limit Sources		3,775,340.00	-	3,775,340.00	-	-	-	3,775,340.00	-	3,775,340.00
<b>2. Federal Revenues</b>										
No Child Left Behind	8290		119,525.00	119,525.00		-	-		-	-
Special Education - Federal	8181, 8182		69,589.00	69,589.00		-	-		69,589.00	69,589.00
Child Nutrition - Federal	8220			-		-	-		-	-
Other Federal Revenues	8110, 8260-8299	167,936.67	349,303.00	517,239.67	-	-	-	167,936.67	119,525.00	517,239.67
Total, Federal Revenues		167,936.67	538,417.00	706,353.67	-	-	-	167,936.67	308,639.00	706,353.67
<b>3. Other State Revenues</b>										
All Other State Revenues		85,012.17		85,012.17			-	85,012.17		85,012.17
Special Ed State			518,553.47	518,553.47		-	-		85,012.17	518,553.47
	85,458,590		31,973.78	31,973.78		-	-	-	31,973.78	31,973.78
Total, Other State Revenues		85,012.17	116,985.95	635,539.42	-	-	-	85,012.17	116,985.95	201,998.12
<b>4. Other Local Revenues</b>										
All Other Local Revenues	LocalRevAO		15,915.92	15,915.92	21,710.34		21,710.34	21,710.34	15,915.92	37,626.26
Total, Local Revenues		-	15,915.92	15,915.92	21,710.34	-	21,710.34	21,710.34	15,915.92	37,626.26
<b>5. TOTAL REVENUES</b>										
		4,028,288.84	671,318.87	5,133,149.01	21,710.34	-	21,710.34	4,028,288.84	441,540.87	5,154,859.35

Manzanita Public Charter School  
Alternate Form Worksheets

Year Ending June 30, 2021		CHARTER			FUNDRAISING			GRAND TOTAL		
Description	Object Code	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>B. EXPENDITURES</b>										-
<b>1. Certificated Salaries</b>										-
Teachers' Salaries	1100	1,899,070.81		1,899,070.81	-		-	1,899,070.81	-	1,899,070.81
Certificated Pupil Support Salaries	1200			-			-	-	-	-
Certificated Supervisors' and Administrators' Salaries	1300	322,591.25		322,591.25			-	322,591.25	-	322,591.25
Other Certificated Salaries	1900			-			-	-	-	-
Total, Certificated Salaries		2,221,662.06	-	2,221,662.06	-	-	-	2,221,662.06	-	2,221,662.06
<b>2. Non-certificated Salaries</b>										-
Instructional Aides' Salaries	2100	149,994.95		149,994.95	-	-	-	149,994.95	-	149,994.95
Non-certificated Support Salaries	2200	137,248.78		137,248.78			-	137,248.78	-	137,248.78
Non-certificated Supervisors' and Administrators' Sal.	2300			-	-	-	-	-	-	-
Clerical and Office Salaries	2400	229,317.31		229,317.31			-	229,317.31	-	229,317.31
Other Non-certificated Salaries	2900	119,239.70		119,239.70	-		-	119,239.70	-	119,239.70
Total, Non-certificated Salaries		635,800.74	-	635,800.74	-	-	-	635,800.74	-	635,800.74
<b>3. Employee Benefits</b>										-
STRS	3101-3102	319,708.23		319,708.23			-	319,708.23	-	319,708.23
PERS	3201-3202	-		-			-	-	-	-
OASDI / Medicare / Alternative	3301-3302	79,500.02		79,500.02			-	79,500.02	-	79,500.02
Health and Welfare Benefits	3401-3402	323,348.98		323,348.98			-	323,348.98	-	323,348.98
Unemployment Insurance	3501-3502	1,391.84		1,391.84			-	1,391.84	-	1,391.84
Workers' Compensation Insurance	3601-3602	30,928.26		30,928.26			-	30,928.26	-	30,928.26
Retiree Benefits	3701-3702			-			-	-	-	-
PERS Reduction (for revenue limit funded schools)	3801-3802			-	-		-	-	-	-
Other Employee Benefits	3901-3902	34,178.62		34,178.62			-	34,178.62	-	34,178.62
Total, Employee Benefits		789,055.95	-	789,055.95	-	-	-	789,055.95	-	789,055.95
<b>4. Books and Supplies</b>										-
Approved Textbooks and Core Curricula Materials	4100			-			-	143,288.60	-	-
Books and Other Reference Materials	4200			-	-	-	-	-	-	-
Materials and Supplies	4300	143,288.60		143,288.60	13,093.98	-	13,093.98	156,382.58	-	156,382.58
Noncapitalized Equipment	4400	158,494.73		158,494.73	-	-	-	158,494.73	-	158,494.73
Food	4700	-		-			-	-	-	-
Total, Books and Supplies		301,783.33	-	301,783.33	13,093.98	-	13,093.98	458,165.91	-	314,877.31
<b>5. Services and Other Operating Expenditures</b>										-
Conferences and Workshops	5200	23,163.51		23,163.51			-	-	-	23,163.51
Dues and Memberships	5300	8,197.42		8,197.42			-	8,197.42	-	8,197.42
Insurance	5400	22,456.99		22,456.99			-	22,456.99	-	22,456.99
Operations and Housekeeping Services	5500	43,103.66		43,103.66			-	43,103.66	-	43,103.66
Rentals, Leases, Repairs, and Noncap. Improvements	5600	103,600.24		103,600.24			-	103,600.24	-	103,600.24
Professional/Consulting Services and Operating Expend.	5800	667,374.11		667,374.11	750.00	-	750.00	668,124.11	-	668,124.11
Communications	5900	5,578.92		5,578.92			-	5,578.92	-	5,578.92
Total, Services and Other Operating Expenditures		873,474.85	-	873,474.85	750.00	-	750.00	851,061.34	-	874,224.85
<b>6. Capital Outlay</b>										-
Sites and Improvements of Sites	6100	-		-			-	-	-	-
Buildings and Improvements of Buildings	6200			-			-	-	-	-
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			-			-	-	-	-
Equipment	6400			-			-	-	-	-
Equipment Replacement	6500			-			-	-	-	-
Depreciation Expense (for full accrual only)	6900			-			-	-	-	-
Total, Capital Outlay		-	-	-	-	-	-	-	-	-

Manzanita Public Charter School  
Alternate Form Worksheets

Year Ending June 30, 2021										
Description	Object Code	CHARTER			FUNDRAISING			GRAND TOTAL		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>7. Other Outgo</b>										-
Tuition to Other Schools	7110-7143	113,228.00		113,228.00			-	113,228.00	-	113,228.00
Transfers of Pass-through Revenues to Other LEAs	7211-7213			-			-	-	-	-
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			-			-	-	-	-
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			-			-	-	-	-
All Other Transfers	7280-7299			-	-		-	-	-	-
Debt Service:										-
Interest	7438			-			-	-	-	-
Principal (modified accrual only)	7439			-			-	-	-	-
Total, Other Outgo		113,228.00		113,228.00	-	-	-	113,228.00	-	113,228.00
<b>8. TOTAL EXPENDITURES</b>		4,935,004.93	-	4,935,004.93	13,843.98	-	13,843.98	4,948,848.91	-	4,948,848.91
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (a5-b8)</b>		(906,716.09)	671,318.87	198,144.08	7,866.36	-	7,866.36	(920,560.07)	441,540.87	206,010.44
<b>D. Other Financing Sources</b>										-
1. Other Sources	8930-8979	-		-			-	-	-	-
2. Less : Other uses	7630-7699	-		-			-	-	-	-
3. Contributions Between Unrest&Rest (must be net zero)	8980-8999			-			-	-	-	-
4. Total Other Financing Sources		-	-	-	-	-	-	-	-	-
<b>E. NET INCREASE (DECREASE) in Fund Balance</b>	-2.68	(906,716.09)	671,318.87	198,144.08	7,866.36	-	7,866.36	(898,849.73)	671,318.87	206,010.44
<b>F. Fund Bal Reserves</b>										-
1. Beginning balance										-
a. As of July 1	9791	1,679,218.57	(145,714.73)	1,533,503.84	5,963.38	-	-	1,685,181.95	(145,714.73)	1,539,467.22
b. Adjustments to Beginning Balance	9793, 9795	-	-	-			-	-	-	-
c. Adjusted Beginning Balance		-	(145,714.73)	(145,714.73)	5,963.38	-	5,963.38	1,685,181.95	(145,714.73)	1,539,467.22
2. Ending Fund Balance		772,502.48	(145,714.73)	626,787.75	13,829.74	-	13,829.74	786,332.22	(145,714.73)	640,617.49
Componets of Ending Fund Balance										-
Reserve for Revolving Cash (equals object 9130)	9711	-	-	-	-	-	-	-	-	-
Reserve for Stores (equals object 9320)	9712	-	-	-	-	-	-	-	-	-
Reserve for Prepaid Expenditures (equals object 9330)	9713	-	-	-	-	-	-	-	-	-
Reserve for All Others	9719			-			-	-	-	-
General Reserve	9730			-			-	-	-	-
Legally Restricted Balance	9740			-			-	-	-	-
Designated for Economic Uncertainties	9770	246,750.25		246,750.25	692.20		692.20	247,442.45	-	247,442.45
Other Designations	9775, 9780			-			-	-	-	-
Undesignated / Unappropriated Amount	9790	525,752.23	(145,714.73)	380,037.50	13,137.54	-	13,137.54	538,889.77	(145,714.73)	393,175.04

Manzanita Public Charter School  
Alternate Form Worksheets

Year Ending June 30, 2021		CHARTER			FUNDRAISING			GRAND TOTAL		
Description	Object Code	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>G. Assets</b>										-
1. Cash										-
In County Treasury	9110	1,633,659.93		1,633,659.93		-	-	1,633,659.93	-	1,633,659.93
Fair Value adjustment to Cash in County	9111			-			-	-	-	-
In Banks	9120	78,828.13	10,994.12	89,822.25	13,829.74		13,829.74	92,657.87	10,994.12	103,651.99
In Revolving Fund	9130			-			-	-	-	-
With Fiscal Agent	9135			-			-	-	-	-
Collections Awaiting Deposit	9140			-			-	-	-	-
2. Investments	9150			-			-	-	-	-
3. Accounts Receivable	9200	991,709.93		991,709.93	-	-	-	991,709.93	-	991,709.93
4. Due from Grantor Government	9290			-			-	-	-	-
5. Stores	9320			-			-	-	-	-
6. Prepaid Expenditures	9330	81,950.00		81,950.00	-		-	81,950.00	-	81,950.00
7. Other Current Assets	9340			-			-	-	-	-
8. Fixed Assets (for full accrual only)	9400-9499			-			-	-	-	-
<b>9. Total Assets</b>		2,786,147.99	10,994.12	2,797,142.11	13,829.74	-	13,829.74	2,799,977.73	10,994.12	2,810,971.85
<b>H. Liabilities</b>										-
1. Accounts Payable	9500	258,298.07		258,298.07	-	-	-	258,298.07	-	258,298.07
2. Due to Grantor Government	9590			-			-	-	-	-
3. Current Loans	9640	645,416.00		645,416.00			-	645,416.00	-	645,416.00
4. Deferred Revenue	9650		164,379.12	164,379.12	-	-	-	-	164,379.12	164,379.12
5. Long term Liabilities (for full accrual only)	9660-9669			-			-	-	-	-
										-
		903,714.07	164,379.12	1,068,093.19	-	-	-	903,714.07	164,379.12	1,068,093.19
<b>I. FUND BALANCE</b>										-
Ending Fund Balance, June 30										-
		1,882,433.92	(153,385.00)	1,729,048.92	13,829.74	-	13,829.74	1,896,263.66	(153,385.00)	1,742,878.66