



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

SUPERINTENDENT'S ENROLLMENT REPORT

DATE OF MEETING: WEDNESDAY, AUGUST 18, 2021

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

Manzanita Governance Board

Unapproved Minutes

JUNE 16, 2021

Governance Board Members

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

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, June 16, 2021 AT 4:00 PM.

A. Call to Order

Time: 4:01 pm

Pledge of Allegiance

Establish Quorum

5 /6 (Eric Wilhelm absent)

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.

E) Reports

1. Superintendent/Principal's Report
 - a. 6th Grade Promotion Ceremony
 - b. Field Day
 - c. Summer School

F) Consent Agenda Items

MOTION: Monique Mangino SECOND: Krishna Flores VOTE: 5/0 (Eric Wilhelm absent)

1. Approval of the Minutes of the May 19, 2021 Regular Board Meeting (Attachment A)
2. Approval of the EPA Resolution for 2020/2021 (Attachment B)
3. Approval of the Check Detail, and Unpaid Bills Detail (Attachment C)
4. Approval of LUSD Food Services MOU (Attachment D)

Items Scheduled for Action/Consideration

1. Discussion and Approval of New COVID-19 Funding and Spending Plans (Nancy Dow) (Attachment F)

MOTION: Eli Villanueva SECOND: Krishna Flores VOTE: 5/0 (Eric Wilhelm absent)

2. Discussion and Approval of Certificated Proposed 6% Salary Increase for 2021/2022 and 2021/2022 Salary Schedules (Nancy Dow) (Attachment G)

MOTION: Harvey Green SECOND: Monique Mangino VOTE: 5/0 (Eric Wilhelm absent)

3. Discussion and Approval of Certificated Administration Superintendent/Principal and Assistant Principal Proposed 6% Salary Increase for 2021/2022 and 2021/2022 Salary Schedules (Nancy Dow) (Attachment H)

MOTION: Krishna Flores SECOND: Eli Villanueva VOTE: 5/0 (Eric Wilhelm absent)

1. Discussion and Approval of Classified Proposed 6% Salary Increase 2021/2022 Salary Schedules (Nancy Dow) (Attachment H)

MOTION: Monique Mangino SECOND: Harvey Green VOTE: 5/0 (Eric Wilhelm absent)

2. Discussion and Approval of 21/22 Budget (Nancy Dow) (Attachment J)

MOTION: Eli Villanueva SECOND: Krishna Flores VOTE: 5/0 (Eric Wilhelm absent)

3. Discussion and Approval of the Employee Handbook (Suzanne Nicastro) Attachment K)-**Tabled to a future meeting**

F) Items Scheduled for Information and Discussion

1. LCAP/Annual Update
2. PSMI/Prop 51 Facilities Update

G) Future Agenda Items

1. Media Partners Training
2. LCAP Final Review

C) Adjourn to Closed Session Time: 6:45 pm

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

1. New Certificated Employees (2)

E) **Reconvene to Open Session** Time: 7:00 pm

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

I) **Next Meeting**

The next scheduled meeting of the Governance Board will be held on **Wednesday, June 28, 2020 at 4:00 PM** Manzanita Public Charter School Staff Lounge.

J) **Adjournment** Time: 7:02 pm

**Manzanita Governance Board
Unapproved Minutes
JUNE 28, 2021**

Governance Board Members

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

The regular board meeting of the Governance Board of Manzanita Public Charter School will be held at Manzanita Public Charter Bistro, 991 Mountain View Blvd, VAFB, CA on Monday, June 28, 2021 AT 4:00 PM.

A. Call to Order

Time: 4:00 pm

Pledge of Allegiance

Establish Quorum

4 /6 (Harvey Green and Eli Villanueva absent)

Opening Comments/Introductions/Welcome Guests

B. Communications

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C) Adjourn to Closed Session

Time: 4:02 pm

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

1. Certificated Teacher

E) Reconvene to Open Session Time: 4:31 pm

- E) PUBLIC REPORT ON ACTION TAKEN IN CLOSED SESSION** (includes the vote or abstention of every member present)-No Action Taken

E) Reports

1. Superintendent/Principal's Report
 - a. Enrollment
 - b. Summer School

F) Consent Agenda Items

MOTION: Krishna Flores SECOND: Monique Mangino VOTE: 4 /6 (Harvey Green and Eli Villanueva absent)

1. Approval of June 16, 2021 Unadopted Minutes (Attachment A)

Items Scheduled for Action/Consideration

1. Discussion and Approval of LCAP (Suzanne Nicastro) (Attachment B)

MOTION: Krishna Flores SECOND: Eric Wilhelm VOTE: 4 /6 (Harvey Green and Eli Villanueva absent)

2. Discussion and Approval of 21/22 Declaration of Need for Fully Qualified Educators (Attachment C)

MOTION: Eric Wilhelm SECOND: Krishna Flores VOTE: 4 /6 (Harvey Green and Eli Villanueva absent)

3. Discussion and approval of 2021/22 Special Education Budget (Nancy Dow) (Attachment D)

MOTION: Monique Mangino SECOND: Eric Wilhelm VOTE: 4 /6 (Harvey Green and Eli Villanueva absent)

4. Discussion and Approval of Leave of Absences (LOA) for the school year 2021/2022 for one year for Kristin Ahrens (Suzanne Nicastro)

MOTION: Monique Mangino SECOND: Eric Wilhelm VOTE: 4 /6 (Harvey Green and Eli Villanueva absent)

G) Items Scheduled for Information and Discussion

1. Media Partners Training-

<https://zoom.us/j/96001184136?pwd=aEYzVUswam1kbTVJSktWclBOa2tmdz09>

H) Future Agenda Items

I) Next Meeting

The next scheduled meeting of the Governance Board will be held on Wednesday, August 18, 2021 at 4:00 PM
Manzanita Public Charter School Staff Lounge.

J) Adjournment

Time: 5:30 pm

Manzanita Charter School
Check/Voucher Register - Board Check Register New
From 7/1/2021 Through 7/31/2021

<u>Document Date</u>	<u>Document Number</u>	<u>Name</u>	<u>Effective Date</u>	<u>Transaction Amount</u>
7/11/2021	458	SBCEO	7/11/2021	555.90
7/11/2021	459	Eide Bailly	7/11/2021	5,000.00
7/11/2021	460	Office Depot	7/11/2021	23.62
7/11/2021	460	Office Depot	7/11/2021	85.06
7/11/2021	460	Office Depot	7/11/2021	207.26
7/11/2021	461	More Office Solutions	7/11/2021	20.62
7/11/2021	462	STA West Region	7/11/2021	243.75
7/11/2021	463	Amazon.com	7/11/2021	30.32
7/11/2021	463	Amazon.com	7/11/2021	285.69
7/11/2021	EFT542	Amsterdam	7/11/2021	287.26
7/11/2021	eft543	Aramark	7/11/2021	81.32
7/12/2021	464	Lanspeed	7/12/2021	66.00
7/12/2021	464	Lanspeed	7/12/2021	2,500.00
7/12/2021	465	Innovative School Solutions, Inc.	7/12/2021	650.00
7/12/2021	466	Advanced Computer Experts	7/12/2021	900.00
7/12/2021	467	SBCEO	7/12/2021	439.20
7/12/2021	468	SBCEO	7/12/2021	6,800.00
7/12/2021	469	Multiple Measures, LLC	7/12/2021	3,600.00
7/12/2021	470	ComCast Business	7/12/2021	1,996.66
7/12/2021	471	NCS Pearson, Inc.	7/12/2021	806.21
7/12/2021	474	Office Depot	7/12/2021	40.18
7/12/2021	EFT553	MarBorg Industries	7/12/2021	1,054.17
7/12/2021	EFT560	Frontier Communications	7/12/2021	96.28
7/12/2021	EFT560	Frontier Communications	7/12/2021	(46.44)
7/14/2021	472	LCA Bank Corp	7/14/2021	529.06
7/14/2021	473	SISC III	7/14/2021	24,593.00
7/14/2021	475	STA West Region	7/14/2021	487.50
7/14/2021	475	STA West Region	7/14/2021	11,867.28
7/14/2021	475	STA West Region	7/14/2021	19,797.52
7/14/2021	475	STA West Region	7/14/2021	3,937.04
7/14/2021	476	Amazon.com	7/14/2021	332.74
7/14/2021	EFT559	Aramark	7/14/2021	81.32
Report Total				<u>87,348.52</u>

Manzanita Charter School

Deposits

9110 - Cash in Bank

<u>Documen...</u>	<u>Deposit Number</u>	<u>Document Number</u>	<u>Customer ID</u>	<u>Tran... Source</u>	<u>Cleared Status</u>	<u>Cleared Date</u>	<u>Document Amount</u>	<u>Document Description</u>
7/15/2021		01 373054	manza...	CR	OS		100,000.00	Transfer County
7/16/2021		098	manza...	CR	OS		10,000.00	Transfer SAV
					Total 9110 - Cash in Bank		110,000.00	
Report Total							110,000.00	



Attachment D

ITEM TITLE: Consolidated Application Report (CARS)– Summer 2021

AGENDA TITLE: Review and approval of Consolidated Application (CARS) -Summer 2021

BACKGROUND: The California Department of Education (CDE) requires several reports to be completed in order to receive ESSA funding (Every Student Succeeds Act, Federal grants for Title I, II, IV and also student counts. The initial application is completed in June for the subsequent year. This report applies for funding for 2021/22 and requires reporting on ESSA money spent.

RECOMMENDATION: Approve CARS

RESOURCE PERSON: Nancy Dow

FISCAL IMPACT: CARS report releases funding for Title I, II, IV ESSA. Approximately \$120,000

FUNDING SOURCE: Federal

Note : ESSA is the replacement for NCLB (No Child Left Behind) in 2015

2021-22 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurance.toc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Suzanne Nicastro
Authorized Representative's Signature	
Authorized Representative's Title	Superintendent/Principal
Authorized Representative's Signature Date	07/21/2021

*****Warning*****

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2021-22 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Carrie Lopes, Title I Policy, Program, and Support Office, CLopes@cde.ca.gov, 916-319-0126

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Suzanne Nicastro
Authorized Representative's Title	Superintendent/Principal
Authorized Representative's Signature Date	07/22/2021
Comment If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

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2021-22 LCAP Federal Addendum Certification**CDE Program Contact:**Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233**Initial Application**

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	
Direct Funded Charter Enter the adoption date of the current LCAP	06/28/2021
Authorized Representative's Full Name	Suzanne Nicastro
Authorized Representative's Title	Superintendent/Principal

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2021-22 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	08/18/2021
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	N/A
DELAC review date	
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	Not applicable

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	No

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2021-22 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes
Title V, Part B Subpart 1 Small, Rural School Achievement Grant ESSA Sec. 5211 SACS 5810	Yes
Program Record/Award Number beginning with S358A21 If participating, then provide the additional four characters of the code that are specific to your LEA.	0430
Title V, Part B Subpart 1 Alternative Uses of Funds Authority Participation	Yes
Title V, Part B Subpart 2 Rural and Low-Income Grant ESSA Sec. 5221 SACS 4126	No

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2021-22 Title III English Learner Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for 2021-22 English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831
Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739

Estimated Allocation Calculation

Estimated English learner per student allocation	\$126.25
Estimated English learner student count	85
Estimated English learner student program allocation	\$10,731

Note: \$10,000 minimum program eligibility criteria

If the local educational agency's estimated English learner student program allocation is less than \$10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Consortium Details web page at <https://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

Budget

Professional development activities	\$0
Program and other authorized activities	\$0
English Proficiency and Academic Achievement	\$10,731
Parent, family, and community engagement	\$0
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$0
Total budget	\$10,731

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2021-22 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2021-22 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	No known deficiencies

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Lompoc Unified School District

Business Services

MANZANITA CHARTER SCHOOL CHILD NUTRITION

SERVICES CONTRACT

Memorandum of Understanding

This memorandum is entered into on the 1st day of school – August 16, 2021, through June 9, 2022 – by and between the Lompoc Unified School District and Manzanita Charter School, in response to the USDA COVID-19 Waiver that extends the Seamless Summer Option. On July 1, 2021, COVID-19: Child Nutrition Response Waiver #86 went into effect to allow Summer Food Service Program Reimbursement Rates in School Year 2021-2022. COVID-19 Child Nutrition Response Waiver #86 allows for the Seamless Summer Option through School Year 2021-2022. This waiver allows School Food Authorities to serve meals to all children at no cost.

As the assigned School Food Authority for the Recipient School, Lompoc Unified School District will operate the program under the Seamless Summer Option. The program will be at no cost to Manzanita Charter School for the duration of the Seamless Summer Option Program. This memorandum of understanding supersedes the originally agreed upon \$2.40 for breakfast and \$3.65 for lunch that Manzanita would be invoiced. The following responsibilities agreed upon in the original contract remain standing:

LOMPOC UNIFIED SCHOOL DISTRICT CHILD NUTRITION SERVICES DEPARTMENT SHALL:

1. Provide food for school breakfast and lunch each school day from August 16, 2021, through June 9, 2022.
2. Prepare specified USDA meal pattern lunch, in accordance with the Healthy Hunger Free Kids Act (HHFKA), which is a two week menu cycle and includes: entrée, vegetable, fruit, milk and condiments; in accordance with the number of meals requested each day.
3. Be responsible for meeting nutritional standards, in accordance with the Healthy Hunger Free Kids Act (HHFKA) for a specified meal pattern School Breakfast and School Lunch as set forth by the United States Department of Agriculture.
4. Provide documents needed for meal pattern and nutritional quality compliance area, as required by USDA: nutrient analysis, weekly certification worksheet, standardized recipes, production records, transport records and menus.
5. Assists with Administrative Reviews as needed during CDE site visit for review of Central Kitchen.
6. Child Nutrition Services will attempt to provide foods as shown on the menu; however, the District will reserve the right to make menu changes where necessary without prior notice.

7. Deliver food for breakfast and lunch, from the LUSD Central Kitchen to Manzanita Charter School every school day (except when non-school days differ from LUSD). The SFA is not obligated to follow the planned menu for meals on days when the SFA is not open for business, but will provide an alternate menu that meets USDA nutrition standards. Milk will be delivered to Manzanita by LUSD's dairy vendor.
8. Provide paper and plastic supplies needed for breakfast and lunch meal service (food trays, napkins, straws and utensils).
9. Provide use of existing milk cooler, two door refrigerator, and food warmer. Provide repair of existing equipment needed to keep cold food cold, and hold hot food warm at a safe temperature prior to serving.

MANZANITA CHARTER SCHOOL SHALL:

1. Act as recipient for the Child Nutrition Program at Manzanita Charter School, which includes, maintaining systems to process meal applications, collect meal payments, manage student accounts, maintain reports, and process meal claims for reimbursements.
2. Provide staffing for meal service.
3. Prepare their own printed menus and signage.
4. Maintain Child Nutrition paperwork required for counting and claiming the USDA meals.
5. Maintain paperwork required to satisfy USDA National School Meal Programs regulations.
6. Obtain a County Public Health Department permit to serve meals.
7. Maintain food sanitation records to satisfy the County Health Department regulations.
8. Replace milk cooler, refrigerator and food warmers as needed.
9. Provide software to process functions listed in item #1.

This AGREEMENT becomes effective August 16, 2021 if signed by both parties, and will continue until June 9, 2022.

CANCELLATION

This AGREEMENT may be cancelled by either party upon the giving of ninety (90) days written notice to the other party. Changes to this agreement require a ninety (90) day written notice to the other party and are subject to the written agreement of the parties.

IN WITNESS WHEREOF, the Lompoc Unified School District and Manzanita have executed this AGREEMENT as of the date written above.

LOMPOC UNIFIED SCHOOL DISTRICT

Doug Sorum

Interim Assistant Superintendent of
Business, Facilities & Administrative Support
Services

Date

LOMPOC UNIFIED SCHOOL DISTRICT

Hannah Carroll

Child Nutrition Services Director

Date

MANZANITA CHARTER SCHOOL

Suzanne Nicastro

Principal

Date

California launches largest free school lunch program in US

<https://www.sandiegouniontribune.com/news/nation-world/story/2021-07-19/california-launches-largest-free-school-lunch-program-in-us>

By JOCELYN GECKER
Associated Press
July 19, 2021 11:21 AM PT
SAN FRANCISCO —

When classrooms in California reopen for the fall term, all 6.2 million public school students will have the option to eat school meals for free, regardless of their family's income.

The undertaking, made possible by an unexpected budget surplus, will be the largest free student lunch program in the country. School officials, lawmakers, anti-hunger organizations and parents are applauding it as a pioneering way to prevent the stigma of accepting free lunches and feed more hungry children.

"This is so historic. It's beyond life-changing," said Erin Primer, director of food services for the San Luis Coastal Unified School District on California's central coast.

Several U.S. cities including New York, Boston and Chicago already offer free school meals for all. But until recently, statewide universal meal programs were considered too costly and unrealistic. California became the first state to adopt a universal program late last month, and Maine followed shortly after with a similar plan.

"We've completely leveled the playing field when it comes to school food," Primer said. The extra funding will also allow her to offer tastier, better quality food such as fresh bread, produce and cheese from local producers, she said.

Under federal rules, a family of four must make less than \$34,000 a year to qualify for free meals and \$48,000 to qualify for reduced-price meals. The caps shift annually but are based on federal poverty measures that don't take into account the high cost of living and taxes in California.

"So it's just for the most poor families, and not even all of them because some people failed to sign up or were fearful to sign up," said Kat Taylor, a philanthropist and major funder of the Center for Ecoliteracy and the TomKat Ranch that backed California's plan.

About 60% of California students qualify, but experts say the number of children who need food assistance is much higher in a state with vast income inequality. Communities of color are disproportionately affected and immigrant communities in particular are fearful of applying because of detailed forms that ask intrusive questions such as their family income, Social Security number and children's immigration status.

Schools reported a declining percentage of families applying for free and reduced-price meals during the Trump administration, which attempted to tighten immigration policies and public benefits.

Like school officials statewide, Primer has countless tales of children who struggled to pay for school meals or were too ashamed to eat for free. There was the child whose mother called Primer, distraught because she made a few hundred dollars too much to qualify; the father who is in the country illegally and feared that filling out the free meal application could get him deported; and constant cases of high schoolers not wanting friends to know they need free food, so they skip eating.

When the pandemic hit, it changed everything — including how school meals were served — and provided an impetus for the universal program, which had bipartisan, unanimous support. Lawmakers previously had only pursued targeted bills such as easing school lunch debt.

After schools shut in March 2020, many transformed their parking lots into pickup sites, and federal funding allowed schools to offer meals to anyone. There were no applications, qualifications and no questions asked.

The massive turnout showed how much families rely on the meals.

The Los Angeles Unified School District, the state's largest with 600,000 students, handed out upward of 400,000 meals a day, said spokeswoman Shannon Haber. San Luis Coastal, with 7,500 students, gave out 30,000 meals a week at the height of the pandemic, nearly triple the number before. The district includes the wealthy city of San Luis Obispo and lower-income areas.

"I thought it was a pipe dream for a long time," said Sen. Nancy Skinner, a longtime advocate for universal free meals.

Backed by over 200 organizations in a coalition called "School Meals for All," Skinner and other lawmakers pushed for funding in the state budget, seizing the momentum at a time when California is flush with cash. The \$262 billion budget provides \$54 million for the coming school year, supplementing funding from the Biden administration through June 2022. After that, California will spend \$650 million annually.

"If you're a hungry child, you're not going to learn well," said Skinner, a Democrat representing Berkeley. "Why should we have to go through a bureaucratic hassle to get a kid fed, when we could just have universal meals?"

Senate Education Committee Republicans supported the plan as a way to help families struggling with California's high cost of living. Sen. Brian Dahle, a Republican from a largely rural area of Northern California, said he had watched kids at his children's school steal leftover food when cafeteria workers weren't looking.

"For a lot of them that was their dinner and they were sneaking it or taking it off someone's plate when they didn't finish it," said Dahle.

Schools rarely turn hungry kids away. But for children who didn't qualify and needed lunch, their parents were billed and many racked up huge debts. In recent years some schools threatened to not let students graduate middle or high school until lunch debts were paid, or stamped the hands of students who owed money, said Jessica Bartholow, chief of staff for Skinner who previously was an anti-hunger advocate.

Some schools would hire debt collectors to hound parents, but at the end of the year schools have to use general fund dollars to pay off lunch program debts, she said.

For Tina Self, a mother of three, avoiding the cost of \$3 school lunches every day will be an enormous relief.

"It might seem like a little bit, but it helps a lot," said Self, who lives in San Luis Obispo where a gallon of gas can cost just shy of \$5 a gallon and rent is "crazy."

"Lucky for us we both have a job and we have two running cars," she said of herself and her husband. "But we're barely making it as it is."

Tony Wold, an associate superintendent of the West Contra Costa Unified School, says it's about time lunches were free.

"Just like you need to give students textbooks and a computer, there are certain things you need to do. And this is one of them," Wold said.

This story has been corrected to say that Kat Taylor is a major funder of the Center for Ecoliteracy, not its co-founder.

MANZANITA PUBLIC CHARTER SCHOOL

2021/2022 CERTIFICATED SALARY SCHEDULE

	I	II	III	IV	V
	BA/BA+15	BA+30	BA+45	BA+60	BA+75
1	52,563.53	56,081.29	59,600.15	63,116.81	66,633.47
2	52,563.53	56,081.29	59,600.15	63,116.81	66,633.47
3	54,944.72	58,461.37	61,979.13	65,495.79	69,014.65
4	54,944.72	58,461.37	61,979.13	65,495.79	69,014.65
5	59,703.78	63,220.44	66,738.19	70,254.85	73,772.61
6	59,703.78	63,220.44	66,738.19	70,254.85	73,772.61
7	64,460.64	67,977.29	71,496.15	75,012.81	78,531.67
8			71,496.15	75,012.81	78,531.67
9			76,253.01	79,770.77	83,290.73
10				79,771.87	83,290.73
11				84,530.93	88,050.89
12				84,530.93	88,050.89
13				86,909.91	90,427.67
14				86,909.91	90,427.67
15				88,355.16	91,871.81
16				88,355.16	91,871.81
17				88,355.16	91,871.81
18				89,795.99	93,313.75
19				89,795.99	93,313.75
20				89,795.99	93,313.75
21				91,240.14	94,757.89
22				91,240.14	94,757.89
23				91,240.14	94,757.89
24				92,684.28	99,101.35
25				92,684.28	99,101.35
26				92,684.28	99,101.35
27				94,127.32	100,575.26
28				94,127.32	100,575.26
29				94,127.32	100,575.26
30				97,485.23	102,061.29

	CERTIFICATED NON CLASSROOM STAFF -Rates for 2021/2022							
	21/22	21/22	21/22	21/22	21/22	21/22	21/22	21/22
	CertificatedTeacher Tutors	Certificated Nurse	SPED Psychologist Hourly	SPED Director - Part Time	SPED Specialist P/T Salary	SPED Specialist P/T Salary	Certificated Hourly Rate	Certificated Summer School
	Hourly	Hourly	Hourly	Annual	Annual	Annual	Hourly	Hourly
Step 1	\$34.77	\$58.15	\$68.90	\$48,428	\$48,428	\$48,428	\$43.96	\$50.00
Step 2	\$37.72		\$79.50					

	21/22
	Substitute Teachers
hourly	\$22.52
daily	\$125.00
Long Term	\$145.00

Manzanita Charter School
Classified Salary Schedule 2021/2022

Classified Hourly Salary Schedules - Effective July 1 , 2021 Includes

Hourly					
	21/22	21/22	21/22	21/22	21/22
Position	Custodian Night/ PT	Classified Substitute Rates	Front Office Assistant Clerk I	Yard Supervision	Front Clerical Assistant Clerk II
Years	Hourly	Hourly	Hourly	Hourly	Hourly
1	\$14.37	\$14.00	\$14.84	\$15.90	\$15.90
2	\$14.92	\$14.00	\$15.90	\$15.90	\$17.45
3	\$15.48	\$14.00	\$16.70	\$15.90	\$18.66
4	\$16.03	\$14.00	\$17.52	\$15.90	\$20.38
5	\$16.58	\$14.00	\$18.40	\$15.90	\$21.59
6	\$16.58	\$14.00	\$19.42	\$15.90	\$22.80
7	\$16.58	\$14.00	\$20.57	\$15.90	\$24.02

	21/22	21/22	21/22
Position	Food Service Assistant	Custodian	Counselor
Years	Hourly	Hourly	Hourly
1	\$16.09	\$21.42	\$63.60
2	\$16.89	\$22.56	
3	\$17.72	\$23.68	
4	\$18.62	\$24.81	
5	\$19.55	\$25.31	
6	\$19.55	\$27.06	
7	\$19.55	\$28.20	

Changes effective date : 07/01/2021

Extra monthly salary of \$100 paid to staff members who perform extra duties (Bar

May 2021 : Changed SPED IA to include Gen Ed (move Play Facilitors to IA positions.

6% salary Increase

Board
Approved:

6/30/21

21/22	21/22	21/22	21/22	21/22	21/22
Accounting Clerk	SPED/Gen Ed Instructional Aid/Behavioral Aid	SPED Admin Assist Hourly	Admin Asst II	Health Assistant	Director of Fiscal Services Part Time
Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
\$26.50	\$17.12	\$20.59	\$27.13	\$20.63	\$70.84
\$26.50	\$17.98	\$21.61	\$28.90	\$21.61	
\$26.50	\$18.86	\$22.71	\$29.79	\$22.71	
\$26.50	\$19.81	\$23.84	\$30.81	\$23.84	
\$26.50	\$20.82	\$25.04	\$31.60	\$25.04	
\$26.50	\$20.82	\$25.04	\$32.32	\$25.04	
\$26.50	\$20.82	\$25.04	\$33.57	\$25.04	

(Working, Post Office, Student Health Services)

Attachment H

Principal Principles Consulting Contract

Prepared for:

Mrs. Nicastro
Manzanita Public Charter School
suzanne.nicastro@manzanitacharterschool.com

Created by:

Stephanie McConnell
Principal Principles, LLC
P O Box 26
Leesburg, Texas 75451
principalprinciples@gmail.com
(c) 903.767.1760

CONSULTING AGREEMENT

This Consulting Agreement (this "**Agreement**"), dated as of February 19, 2021 (the "**Effective Date**"), is by and between Principal Principles, LLC, a Texas limited liability company ("**Consultant**") and Center Point Independent School District ("**Client**" and together with Consultant, the "**Parties**", and each a "**Party**").

WHEREAS, Consultant has the capability and capacity to provide certain consulting services in the education industry, specifically grant writing and development for schools; and

WHEREAS, Client desires to retain Consultant to provide the said services, and Consultant is willing to perform such services under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Consultant and Client agree as follows:

1. Services. Consultant shall provide to Client the services set forth in one or more statements of work (the "**Services**"), to be issued by Client and accepted by Consultant, which the Parties agree shall not be for a term in excess of what is permissible by applicable statutes and regulations (each, a "**Statement of Work**"). The initial accepted Statement of Work is attached hereto as Exhibit A. Additional Statements of Work shall be deemed issued and accepted only if signed by the Consultant and the Client Contract Manager, appointed pursuant to Section 3.1, respectively. The details of the method and manner for performance of the Services by the Consultant shall be under its own control, Client being interested only in the results thereof.

2. Consultant Obligations. Consultant shall designate a number of members, employees or agents that it deems sufficient to perform the Services detailed in each Statement of Work.

3. Client Obligations. Client shall:

3.1 Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**Client Contract Manager**"), with such designation to remain in force unless and until a successor Client Contract Manager is appointed.

3.2 Require that the Client Contract Manager respond promptly to any reasonable requests from Consultant for instructions, information, or approvals required by Consultant to provide the Services.

3.3 Cooperate with Consultant in its performance of the Services and provide access to Client's premises, employees, contractors, and equipment as required to enable Consultant to provide the Services.

3.4 Take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Consultant's provision of the Services.

3.5 Ensure that this Agreement and the applicable Statement of Work are not in contravention of any applicable statute or regulation.

4. Fees and Expenses.

4.1 In consideration of the provision of the Services by the Consultant and the rights granted to Client under this Agreement, Client shall pay the fees set forth in the applicable Statement of Work. Unless otherwise provided in the applicable Statement of Work, said fees will be payable within thirty (30) days of issuance by the Consultant of an invoice to Client.

4.2 Client shall reimburse Consultant for all reasonable expenses incurred in accordance with the Statement of Work within thirty (30) days of issuance by the Consultant of an invoice to Client which shall, upon the written request of Client, be accompanied by receipts and reasonable supporting documentation.

4.3 Client shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder; provided, that in no event shall Client pay or be responsible for any taxes imposed on, or with respect to, Consultant's income, revenues, gross receipts, personnel, or real or personal property, or other assets.

4.4 It is understood and agreed that Consultant will not be entitled to receive any benefits from Client and will instead be personally responsible for any benefits, including but not limited to health, life, dental, and long- and short-term insurance. Consultant hereby waives all rights to any fringe benefits offered by Client for itself and its members, employees and agents.

4.5 Client shall also reimburse Consultant for all reasonable costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Consultant does not waive by the exercise of any rights hereunder), Consultant shall be entitled to suspend the provision of any Services and any license granted hereunder if Client fails to pay any

undisputed amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.

5. Limited Warranty and Limitation of Liability.

5.1 Consultant warrants that it shall perform the Services:

- (a) In accordance with the terms and subject to the conditions set forth in the respective Statement of Work and this Agreement in all material respects.
- (b) Using personnel of commercially reasonable skill, experience, and qualifications.
- (c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

5.2 Consultant's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

- (a) Consultant shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Consultant cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 8.2.
- (b) In the event the Agreement is terminated pursuant to Section 5.2(a) above, Consultant shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by the Client as of the date of termination for the Services or Materials (as defined in Section 6 below), less a deduction equal to the fees for receipt or use of such Services up to and including the date of termination on a prorated basis.
- (c) The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Services to Client.

5.3 CONSULTANT MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 5.1 ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

6. Intellectual Property; License; Restrictions on Use.

6.1 All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights related thereto (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Client under this Agreement or prepared by or on behalf of Consultant in the course of performing the Services (collectively, the "**Materials**") are be owned by Consultant or its licensors.

6.2 Subject to the terms and conditions of this Agreement, Consultant hereby grants to Client during the Term a revocable, non-exclusive, non-transferrable, non-sublicensable license to use, reproduce, display, transmit and distribute copies of, the Materials solely for the purpose of it, and its employees and agents, receiving and utilizing the Services. Consultant reserves all Intellectual Property Rights and other rights not expressly granted in this Section 6.

6.3 Client hereby acknowledges and agrees, and shall cause its owners, directors, managers, employees, agents, contractors, agents or representatives ("**Client Representatives**"), to acknowledge and agree, that it and they will not:

- (a) use the Materials to provide services, reports, workshops or teaching modules to any third party other than Client and its employees;
- (b) permit any third party other than Client and its employees to view, use, access or copy the Materials;
- (c) use the Materials, or allow others to use the Materials, in any way intended to avoid incurring fees;
- (d) use the Materials in any matter that infringes upon or violates any Intellectual Property Rights of any third party; or
- (e) allow Client or any Client Representatives to disclose, publish, broadcast, sell or otherwise redistribute the Materials.

Client will be deemed to have taken any action that any Client Representatives takes related to this Agreement or use of the Services or the Materials. Client is responsible for any Client Representative's use of the Services and the Materials. Client will ensure that Client Representatives comply with the obligations under this Agreement under this Section 6 and Section 7 below.

6.4 If a Federal award is utilized by Client to fund this Agreement or the Services provided herein, Client represents and warrants that such award is not a "funding agreement" under 37 CFR § 401.2(a).

7. Confidentiality. From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder, as established by sufficient written evidence; (d) was or is independently developed by Receiving Party without using any Confidential Information, as established by sufficient written evidence; or (e) the Disclosing Party indicates in writing that the Receiving Party is permitted to use or disclose, but only to the extent set forth in such writing. All Intellectual Property Rights in the Services and Materials are deemed to be the Confidential Information of Consultant. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's members, directors, managers, officers, employees, or agents (collectively, the "**Receiving Party's Group**") who need to know the Confidential Information To assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The Receiving Party shall be responsible for any breach of this Section 7 by a member of its Receiving Party's Group.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity

to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 7 and Section 8.6 only, Receiving Party's Group shall mean the Receiving Party's affiliates

and its or their employees, officers, directors, agents, independent contractors, consultants, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

8. Term, Termination, and Survival.

8.1 Unless sooner terminated pursuant to Section 8.2 or Section 8.3, the term of this Agreement (the "**Term**") shall commence as of the Effective Date and shall continue thereafter for a period of one (1) year; provided however, that the Term of this Agreement shall automatically renew for period of one (1) year each unless either Party provides notice of non-renewal to the other Party at least thirty (30) days' prior to the end of then-current Term; provided, further, that in the event this Agreement is terminated pursuant to this Section

8.1 prior to the completion of any outstanding Statement of Work, the Term of this Agreement shall automatically be extended to the date the Statement of Work is completed.

8.2 Either Party may terminate this Agreement and any Statement of Work hereunder, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party:

- (a) Materially breaches this Agreement, and such breach is incapable of cure, or with respect to material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.
- (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
- (c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) business days after filing.
- (d) Is dissolved or liquidated or takes any corporate action for such purpose.
- (e) Makes a general assignment for the benefit of creditors.
- (f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

8.3 Notwithstanding anything to the contrary in Section 8.2(a), Consultant may terminate this Agreement and/or any Statement of Work hereunder before the expiration date of the

Term on written notice if Client fails to pay any amount when due hereunder: (a) and such failure continues for ten (10) days after Client's Receipt of written notice of nonpayment; or (b) more than two (2) times in any twelve (12) month period.

8.4 Either Party may terminate this Agreement or any Statement of Work upon sixty (60) days' prior notice to the other Party.

8.5 In the event of termination of this Agreement, (a) Consultant shall be entitled to payment of the fees from those Services performed through the date of termination and (b) any licenses granted pursuant to Section 6.2 shall immediately terminate.

8.6 The rights and obligations of the parties set forth in this Section 8 and Sections 6, 7, 9, and 10, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement, and with respect to Confidential Information that constitutes a trade secret under applicable law, the rights and obligations set forth in Section 7 hereof will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the Receiving Party or the Receiving Party's Group.

9. Indemnification.

9.1 Client shall defend, indemnify and hold harmless Consultant and its affiliates and their respective officers, partners, employees, agents, affiliates successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or resulting from (i) bodily injury, death of any person or damage to real or tangible, personal property resulting from Client's acts or omissions not caused by the negligence of Consultant, (ii) Client's breach of any representation, warranty or obligation under this Agreement or (iii) the infringement of the Intellectual Property Rights of Consultant or a third party related to Client's or Client's Representatives' use of the Services or Materials outside the scope permitted by this Agreement or the related Statement of Work.

9.2 Consultant agrees to indemnify, defend, and hold Client and its officers, partners, employees, agents, affiliates successors and permitted assigns free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs, arising out of or resulting from any claim of a third party arising out of or resulting from the infringement of

any Intellectual Property Right of a third party of the Services, Materials or Client's receipt or use thereof.

9.3 To the extent permitted by applicable laws, Client voluntarily waives its right to assert sovereign immunity from suit or liability in response to an action by Consultant seeking enforcement of this Agreement. Client does not otherwise waive immunities existing under applicable laws, and it is expressly understood that the waiver here granted is a limited and not a general waiver, and that its effect is limited to specific claims under this Agreement. Nothing in this provision or in this Agreement shall be construed as a waiver of Client's immunity from tort liability except as provided by applicable state law.

10. Limitation of Liability.

10.1 IN NO EVENT SHALL CONSULTANT BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.2 IN NO EVENT SHALL CONSULTANT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CONSULTANT IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement shall supersede and control.

12. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “**Notice**”, and with the correlative meaning “**Notify**”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 12.

Notice to Client: 991 Mountain View Blvd
Vandenberg AFB, CA 93437

Attention: Suzanne Nicastro,
Superintendent/Principal

Notice to Consultant: P O Box 26
Leesburg, Texas 75451

Attention: Stephanie McConnell,
Principal Principles LLC

13. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14. Amendments. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of this Agreement and signed by an authorized representative of each Party.

15. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16. Assignment. Neither Party shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party; provided that Consultant shall have the ability to subcontract and delegate its obligations to its members, employees, agents and independent contractors. Any purported assignment or delegation in violation of this Section 16 shall be null and void. No assignment or delegation shall relieve the assigning party of any of its obligations under this Agreement.

17. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

18. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

19. No Third-Party Beneficiaries. Subject to the next paragraph, this Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

The Parties hereby designate the persons set forth in Section 9 as third-party beneficiaries of Section 9 having the right to enforce Section 9.

20. Choice of Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Texas, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.

21. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the State of Texas sitting in Austin, Travis County, Texas, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the courts of the State of Texas sitting in Austin, Travis County, Texas. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

22. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 12, a signed copy of this Agreement delivered or executed by any electronic transmission or means is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

24. Force Majeure. The Consultant shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Consultant including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of sixty (60) days, Client shall be entitled to give notice in writing to Consultant to terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

CLIENT:

Manzanita Public Charter School

Signature: _____

Name: Suzanne Nicastró

Title: Superintendent, Principal

CONSULTANT:

Stephanie McConnell

Principal Principles, LLC

P O Box 26

Leesburg, Texas 75451

Tax ID: 83-1202795

Signature: _____

EXHIBIT A: STATEMENT OF WORK

August 2021 - Provide consulting support and presentation scoped around becoming a learner-centered school. Work in collaboration with the superintendent/principal to fully design support and resources.

Preliminary activities such as the following: **(Subject to amendment after planning with school leaders)** Presentation with motivational/inspirational messages with the intent to take the staff to the next level of instruction; vision of where they are and where they are headed; discuss problem of practice (POP) and assist in the creation of real examples for determining solutions.

Travel on Friday, August 20, 2021 to Santa Barbara California

Presentation on Saturday, August 21, 2021 9:00 AM-1:00 PM

\$15,000 Includes travel accommodations (airfare, hotel) for two presenters; two night stay

Type: Strategic Initiative #1A: Academic Excellence and Whole-Child Success (Design and implement a Multi-Tiered System of Support that provides intervention, enrichment, and differentiation to meet the diverse needs of ALL students.) (2:50-3:50 p.m.)

Discussion ITEM: In person school plan

Last school year, Manzanita opened for in-person instruction on October 16, 2020 and stayed open all year. There were no cases of COVID spread at school.

Manzanita Public Charter Schools expects to start school on schedule for in-person learning five days a week with the normal bell schedule. Under current rules and regulations, students, staff members, and visitors to campus will be required to wear masks indoors regardless of vaccination status. Our scholars will not be required to wear masks outdoors, vaccinated staff members will not be required to wear masks outdoors, and unvaccinated staff members will be required to wear masks outdoors. Vaccination rates of MPCPS staff far exceed the county average and stand at 92%. Symptomatic students and staff members will be asked to stay home, and hand hygiene will be required for students and staff members.

On July 15, an official with the U.S. Food and Drug Administration told *NBC News* that emergency use authorization for COVID-19 vaccines for those under age 12 could come as soon as early- to mid-winter.

**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. Each director shall hold office for three (3) years and until a successor director has been designated and qualified.

Section 6. NOMINATIONS BY COMMITTEE. The Chairman of the Board of Directors or, if none, the Executive Director 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.

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 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 Executive Director 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;¹
- 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.²

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;
- 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;

¹ 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.

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

- 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 Executive Director, a 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 Secretary nor the Treasurer may serve concurrently as either the Executive Director 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 Chairman, the Executive Director 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. EXECUTIVE DIRECTOR. The Executive Director, 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 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 Executive Director shall also 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, 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 1st and end on June 30th 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 AUGUST 5, 2015; and that these bylaws have not been amended or modified since that date.

Executed on AUGUST 5, 2015 at LOMPOC, California.



Eric Wilhelm, Secretary

MANZANITA PUBLIC CHARTER SCHOOL

CONFLICT OF INTEREST CODE

I. ADOPTION

In compliance with the Political Reform Act of 1974, California Government Code Section 87100, et seq., the Manzanita Public Charter School hereby adopts this Conflict of Interest Code ("Code"), which shall apply to all governing board members, candidates for member of the governing board, and all other designated employees of Manzanita Public Charter School ("Charter School"), as specifically required by California Government Code Section 87300.

II. DEFINITION OF TERMS

As applicable to a California public charter school, the definitions contained in the Political Reform Act of 1974, the regulations of the Fair Political Practices Commission, specifically California Code of Regulations Section 18730, and any amendments or modifications to the Act and regulations are incorporated by reference to this Code.

III. DESIGNATED EMPLOYEES

Employees of this Charter School, including governing board members and candidates for election and/or appointment to the governing board, who hold positions that involve the making or participation in the making, of decisions that may foreseeably have a material effect on any financial interest, shall be "designated employees." The designated positions are listed in "Exhibit A" attached to this policy and incorporated by reference herein.

IV. STATEMENT OF ECONOMIC INTERESTS: FILING

Each designated employee, including governing board members and candidates for election and/or appointment to the governing board, shall file a Statement of Economic Interest ("Statement") at the time and manner prescribed by California Code of Regulations, title 2, section 18730, disclosing reportable investments, interests in real property, business positions, and income required to be reported under the category or categories to which the employee's position is assigned in "Exhibit A."

An investment, interest in real property or income shall be reportable, if the business entity in which the investment is held, the interest in real property, the business position, or source of income may foreseeably be affected materially by a decision made or participated in by the designated employee by virtue of his or her position. The specific disclosure responsibilities assigned to each position are set forth in "Exhibit B."

Statements Filed With the Charter School. All Statements shall be supplied by the Charter School. All Statements shall be filed with the Charter School. The Charter School's filing officer shall make and retain a copy of the Statement and forward the original to the County Board of Supervisors.

V. DISQUALIFICATION

No designated employee shall make, participate in making, or try to use his/her official position to influence any Charter School decision which he/she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family.

VI. MANNER OF DISQUALIFICATION

A. Non-Governing Board Member Designated Employees

When a non-Governing Board member designated employee determines that he/she should not make a decision because of a disqualifying interest, he/she should submit a written disclosure of the disqualifying interest to his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to the Charter School Principal, who shall record the employee's disqualification. In the case of a designated employee who is head of an agency, this determination and disclosure shall be made in writing to his/her appointing authority.

B. Governing Board Member Designated Employees

Governing Board members shall disclose a disqualifying interest at the meeting during which consideration of the decision takes place. This disclosure shall be made part of the Board's official record. The Board member shall refrain from participating in the decision in any way (i.e., the Board member with the disqualifying interest shall refrain from voting on the matter and shall leave the room during Board discussion and when the final vote is taken) and comply with any applicable provisions of the Charter School bylaws.

EXHIBIT A

Designated Positions

<u>Designated Position</u>	<u>Assigned Disclosure Category</u>
Members of the Governing Board	1, 2, 3
CEO/President	1, 2, 3
Chairman of the Board	1, 2, 3
CFO/Treasurer	1, 2, 3
Secretary	1, 2, 3
Principal of Charter School	1, 2, 3
School Manager	1, 2, 3
Director of Curriculum	1, 2, 3
Consultants	*

*Consultants are included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:

The Principal may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Principal's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Section 81008.)

EXHIBIT B

Disclosure Categories

Category 1

Designated positions assigned to this category must report:

- a. Interests in real property which are located in whole or in part within the boundaries (and a two mile radius) of the school district in which Manzanita Public Charter School operates.
- b. Investments in, income, including gifts, loans, and travel payments, from, and business positions in any business entity of the type which engages in the acquisition or disposal of real property or are engaged in building construction or design.
- c. Investments in, income, including gifts, loans, and travel payments, from, and business positions in any business entity of the type which engages in, the manufacture, sale, repair, rental or distribution of school supplies, books, materials, school furnishings or equipment to be utilized by Manzanita Public Charter School.

Category 2

Designated positions assigned to this category must report:

Investments in, income, including gifts, loans, and travel payments, from, and business positions in any business entity of the type which engages in the manufacture, sale, repair, rental or distribution of school supplies, books, materials, school furnishings or equipment to be utilized by Manzanita Public Charter School, its parents, teachers and students for educational purposes. This includes, but is not limited to, educational supplies, textbooks and items used for extra curricular courses.

Category 3

Designated positions assigned to this category must report:

Investments in, income, including gifts, loans, and travel payments, from, sources which are engaged in the performance of work or services of the type to be utilized by Manzanita Public Charter School, its parents, teachers and students for educational purposes. This includes, but is not limited to, student services commonly provided in public schools such as speech therapists and counselors.



Board Meeting : August 17, 2021

ITEM TITLE: Draft of Unaudited Actuals (UA) 2020/2021

AGENDA TITLE: Approval of Unaudited Actuals 2020/2021

BACKGROUND: This is the DRAFT report for 2020/2021 that will be audited in November 2021 line by line for accuracy. The Unaudited Actuals are prepared on an “Alternate Form” designed for charter schools and 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
- Fundraising

RECOMMENDATION: Discussion only – Overview of ending year financials

Attached : Draft of Unaudited Actuals, Narrative

RESOURCE PERSON : Nancy Dow, Suzanne Nicastro

Notes:

EXECUTIVE SUMMARY

DATE : August 18, 2021

To: Manzanita Governance Board

From: Suzanne Nicastro, Superintendent/Principal

General Background:

On July 9th, the Governor signed the “AB-130 Education finance: education omnibus budget trailer bill.”

Part of the AB 130 creates new requirements for Independent Study (IS). Prior to these changes, IS was used for short-term absences of 5-10 days, most often due to travel. AB 130 allows for IS to be full-time, albeit with many new requirements.

These new requirements require that **non-charter** public schools/districts provide an option for “individualized study for a pupil whose health would be put at risk by in-person instruction, **as determined by the parent or guardian** of the pupil.” Health concerns may continue to be expressed in response to safety measures for K-12 schools such as:

- Universal masking,
- Recommended vaccinations for eligible students,
- No minimal physical distancing, and
- Optional screening testing.

It’s clear that this legislation is an attempt to address not only those that have legitimate concerns about the return to in-person instruction but also those that oppose the requirements for in-person instruction such as indoor mask-wearing.

It is very important to understand that independent study **IS NOT** online instruction. It is more akin to supported home instruction. The primary responsibility for teaching would fall to the parents/guardians in the home. While “daily live contact” is part of the requirement, it is really to just for the student/parent to ask clarifying questions and for the school to make sure students are doing their independent work.

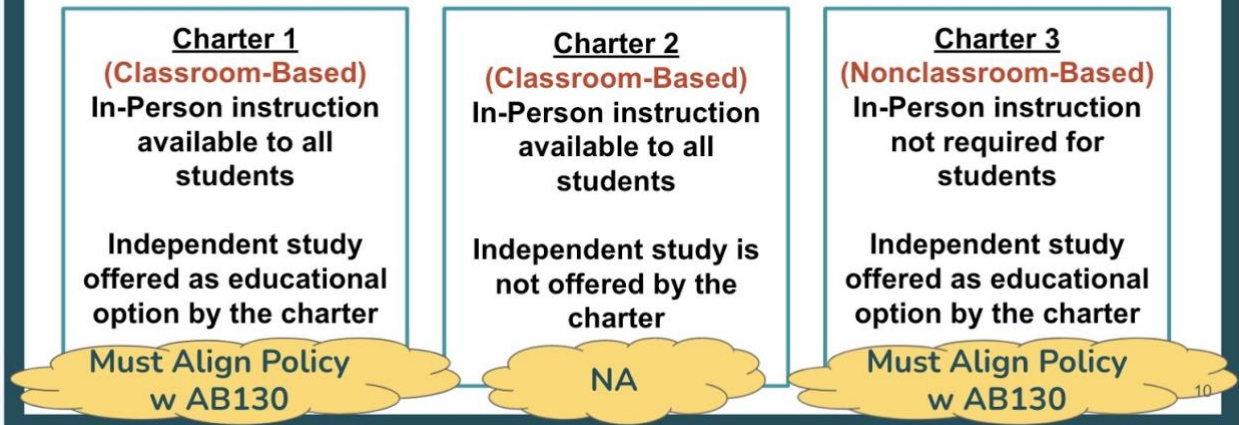
Districts and county offices have different options available in order to satisfy this mandate. Specifically, districts can offer the program locally, use interdistrict transfer agreements to allow students to participate in programs at another district, or contract with the county office of education (our county is not offering this service at this time. There is some discretion in terms of program design, within certain general parameters.

Charters Have Additional Options

As I mentioned above, the requirement to offer IS is for non-charter public schools/district. Classroom-based charter schools like Manzanita have two options:

CHARTER OBLIGATIONS AND OPTIONS

In-Person Instruction and Independent Study Option



Option 3 (labeled “Charter 3” in this graphic) is not an option for Manzanita because we do not offer a Nonclassroom-Based program.

Basically, Manzanita must decide whether or not it should offer long-term IS in the coming school year.

Analysis:

Would a possible year-long IS program be good for kids?

For the most part, no. School data shows that online instruction last year *overall* produced lower levels of student achievement than in-person instruction. This mirrors state and national data as well.

The IS being proposed here would entail little to no instruction from a credentialed teacher and therefore would, for most kids, be even less effective. From a professional and moral standpoint, a long-term Independent Study program wouldn't be a program that I feel we could stand behind as being what's best for kids. At the conclusion of the 2020-21 school year, Manzanita showed 8 students on the IS program.

Would a possible year-long IS program have a fiscal impact on the school?

Yes. The requirement to have daily live contact would require using resources to have staff providing that contact. This would mean less resources for other programs and could possibly threaten the current plans to build-out our Multi-tiered System of Support (MTSS) and more.

Last year, we were only able to offer an IS program at each grade level because we were able to ask families to commit for the entire school year, we allocated funds to hire a dedicated teacher/tutor to run the program; we dedicated office staff to assist with the organization of the

program, and we asked classroom teachers to grade/monitor progress of IS students. These resources can be better allocated to support a greater number of scholars.

The new requirements allow families to opt to move in and out of IS based on their needs. Manzanita doesn't have the resources to have students coming and going from IS possibly multiple times throughout the year.

What if Manzanita offers independent study by supporting interdistrict transfer to other districts that are offering IS?

It doesn't make sense for Manzanita to officially offer IS and then use inter-district transfer agreements to allow those services to be provided by other districts, primarily because this approach would create an auditing burden on its small business staff.

For Manzanita, this would mean we would not only lose the funding for the student because they would be attending another district, on top of that, Manzanita would have to track the transfer in CALPADS, and if scholars were returned to Manzanita after the IS arrangement concluded, we would need to keep track of ADA costs lost (and then re-gained) based on the IS transfer.

Communication Requirements

If Manzanita chose to offer IS, the school must notify all parents and guardians of the in-person and IS educational options available to students for the 2021-2022 school year, posting all required information on its website.

If IS will be available locally, the notice must comply with requirements set forth in the amended statute.

If IS will be available through interdistrict attendance agreement or through a county office of education, information regarding how to apply/enroll should be provided.

Within thirty (30) days of the first day of instruction, districts and county offices shall secure all mandated parent/guardian/student signatures (which may be obtained electronically) on the written IS agreements.

Manzanita would be required to update independent study agreements to ensure that all additional (new) components required by AB 130 are included.

The proposed policy and administrative regulations included in this agenda item. This policy updates our previous policy in a number of ways.

- The minimum period of time permitted for independent study to be three consecutive school days
- Requires an evaluation to determine if the student should continue in independent study if the student fails to make satisfactory educational progress
- Requires that content be aligned to grade level standards
- Includes the requirement, in independent study agreements of more than 15 days, for
- Live interaction and/or synchronous instruction based on grade level,
- Tiered re-engagement strategies for students not generating attendance for a specified period of time,
- Expeditious transition for students whose families wish to return to in-person instruction
- Notice to parents/guardians of specified information

- The provision of a student-parent-educator conference, upon request, prior to enrollment and/or disenrollment, and
- The keeping of additional records including documentation of each student's participation in live interaction and synchronous instruction on each school day, as applicable.
- Includes updated requirements for independent study and written agreements
- Written agreements must include a detailed statement of academic and other supports that will be provided to address the needs of particular students,
- That the agreement may be signed electronically as specified, and
- That, for the 2021-22 school year, the written agreement must be signed no later than 30 days after the first day of instruction.
- Policy updated to include material formerly in the AR regarding course-based independent study and to generally align the requirements of course-based independent study with the requirements for general independent study.
- Definitions added for "live interaction," "student-parent-educator conference" and "synchronous instruction"
- Adds the requirement for all districts for the 2021-22 school year to offer independent study to meet the educational needs of students unless Manzanita has obtained a waiver.
- Notes that independent study may be offered to students whose health would be put at risk by in-person instruction as determined by the parent/guardian
- Includes the assurance of access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
- Requires the documentation of each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable
- Defines material regarding requirements for independent study, written agreements and course-based independent study

Recommendation

The main purpose of this agenda item is for discussion and action on whether Manzanita will offer an IS option locally or not. Offering the program at Manzanita would require either the addition of new staffing or the re-allocation of existing staffing resources. Additionally, curriculum would have to be found and organized, and monitoring systems would have to be created. Therefore, it is strongly recommended that the Board authorize staff to terminate the independent study for its scholars.

For the reasons above, I highly recommend that Manzanita exercise the option as a charter school to not offer IS locally. If a COVID-19 school-wide outbreak were to occur, ADA would be recouped via the J13 WAIVER for loss of attendance due to a government imposed emergency.



Board Agenda Item: August 18, 2021

ITEM TITLE: Approval : Change to health insurance coverage timelines

BACKGROUND: Manzanita Administration is proposing to change the timeline of our health coverage for 21/22. Here are some notes on why this is being proposed:

1. Currently anyone who is covered by health insurance and terminates employment also terminates health insurance coverage when separating from Manzanita. For example, staff member that resigns June 30, 2021 no longer has insurance coverage effective 07/01/21.
2. Traditionally, school districts allow coverage to continue until Sept 30 and members pay extra during the school year to cover their health care from 10/1 – 09/30 annually. Manzanita would like to offer this same coverage timeline for the 2021/2022 school year and in the future.
3. Proposed change will allow continued coverage until Sept 30 of following fiscal year.
4. In order to accomplish this goal, there is a one time cost of approximately \$55,000.

RECOMMENDATION: Approval

RESOURCE PERSON: Suzanne Nicastro

FISCAL IMPACT: 55K

FUNDING SOURCE: State of Calif.