



991 Mountain View Blvd.
Vandenberg Space Force Base, CA 93437
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Superintendent's Enrollment Report

Date of Meeting: 08/06/2025

Date of Student Enrollment Totals: 06/05/2025

	August	September	October	November	December	January	February	March	April	May	June
Transitional Kinder	24	24	24	24	24	24	24	24	24	24	24
Kinder	49	50	50	50	48	50	49	48	48	48	48
First	76	76	76	75	73	74	74	72	71	70	70
Second	53	53	52	52	52	52	52	51	50	51	50
Third	49	51	52	51	51	52	52	51	51	50	50
Fourth	77	75	77	78	77	77	77	76	75	75	75
Fifth	73	75	76	78	75	75	77	77	77	75	75
Sixth	75	75	76	76	76	76	76	76	75	75	75
TOTAL	476	479	483	484	476	480	481	475	471	468	467



Manzanita Total Project Schedule

KBZ job 21001

Attachment B

Updated 07 May 2025

MPCS Overall Project Schedule – No Bids Option (critical path in red)

Completion Date

This Schedule Option based upon not waiting for actual bids to proceed with Construction Grant Application; will use a new third-party estimate as the grant cost basis.

DSA V1 submittal upload target (KBZ)	10/31 (completed)
KBZ to initiate Final 3rd Party Estimate for total project (all three DSA packages)	completed
DSA V1 comments received	3/19/2025 (completed)
PSMI Construction Grant Proposal 1 st Draft (Internal)	5/12/2025
PSMI Construction Grant Proposal 2 nd Draft (Internal)	5/19/2025
PSMI Construction Grant Proposal Submittal to OLDCC Review Team (External)	5/26/2025
DSA V2 upload (KBZ)	5/30/2025
OLDCC submits comments on Draft Proposal to LUSD (2 weeks)	6/9/2025
LUSD submits Draft Final (DF) Proposal to OLDCC for FET Review (2 weeks)	6/23/2025
FET Comments on DF Proposal due to Diane (2 weeks)	7/7/2025
OLDCC submits Compiled FET Comments to LUSD (2 days)	7/9/2025
KBZ revisions to Classroom/Admin & Kitchen/MPR projects to align with New Bldgs/Site	7/11/2025
DSA V2 comments received (estimated 6 weeks)	7/11/2025
LUSD responds to FET Comments (2 weeks)	7/23/2025
Federal Evaluation Team (FET) Site Visit (one month from LUSD submittal of DF Proposal)	7/23/2025
LUSD submits Final Proposal to OLDCC (changes needed to address FET comments) (2 weeks)	8/6/2025
DSA V3 upload / in-person backcheck (estimated 1 month)	8/22/2025
KBZ to initiate new 3rd Party estimate	8/22/2025
OLDCC issues Invitation to Apply Letter (4 weeks)	9/6/2025
DSA Approval (New Buildings/Site Package)	9/23/2025
KBZ final compilation of (3) projects into master Bid Set/Issue/Close Out Design Grant	9/23/2025
3rd Party estimate for all three DSA projects (5 weeks)	9/29/2025
LUSD prepares Construction Grant Application (4 weeks)	10/6/2025
Construction Grant Application to OLDCC Director; Comments are provided to LUSD (4 weeks)	11/6/2025
LUSD resubmits Construction Grant Application with updates (2 weeks)	11/20/2025
Construction Grant Award Agreement is issued / approval to Bid (4 weeks)	12/20/2025
Bid Period/Award (8 weeks)	2/28/2026*
Deadline to be 50% under contract for Modernization scope (OPSC funding)	June 3, 2026
LUSD to submit OPSC Fund Release Authorization (Form SAB 50-05)	June 3, 2026

* Bid Period start delayed until after PSMI Construction Grant Award Agreement issued and after New Year's



FISCAL REPORT

PUBLIC EDUCATION'S POINT OF REFERENCE FOR MAKING EDUCATED DECISIONS

2025-26 Enacted Budget Includes ELO-P Changes



BY LEILANI AGUINALDO

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posted July 23, 2025

The 2025-26 Enacted Budget included significant updates to the Expanded Learning Opportunities Program (ELO-P). The state invests \$525.5 million ongoing to implement changes that are intended to increase access to expanded learning around the state.

Rate 1 Expansion

The most substantial adjustment to the program is the increase to the number of local educational agencies (LEAs) that are required to offer universal access to their students in grades TK-6. This is accomplished by reducing the threshold for LEAs to receive Rate 1 from an unduplicated pupil percentage (UPP) of 75% to 55% UPP. Effective July 1, 2025, LEAs with a UPP greater than or equal to 55% will benefit from a Rate 1 per-pupil amount of \$2,750 that is stipulated in statute. This higher per-pupil rate is accompanied by a requirement to offer and provide access to ELO-P to all students in grades TK-6.

Rate 2 Continues to Decline

LEAs with a UPP less than 55% receive Rate 2, a per-pupil amount that has changed each year because it is calculated based on the amount of funds remaining from the statewide appropriation after allocations are made to Rate 1 LEAs. In 2024-25, LEAs that received Rate 2 benefited from a one-time augmentation of \$310.5 million from the return of unspent ELO-P funds from fiscal years 2021-22 and 2022-23. Per statute, these additional funds increased Rate 2 to \$2,000 per pupil. There is no such requirement for 2025-26, although the budget states the Legislature's intent that Rate 2 be no less than \$1,575 in 2025-26. The state will need to provide additional funds for ELO-P in order to meet this intent. In the meantime, on July 18, 2025, the California Department of Education provided a preliminary estimate of \$1,280.21 for Rate 2 as part of the 2025-26 Advance Principal Apportionment calculations.

LEAs that receive the lower Rate 2 amount are required to offer and provide access to ELO-P to all unduplicated students in grades TK-6. While LEAs that receive Rate 2 must contend with a steep drop in funding, there is no change to the statute that allows all LEAs—both Rate 1 and Rate 2 LEAs—to charge family fees for ELO-P. However, students that are foster youth, homeless, or eligible for free or reduced-price meals cannot be charged a family fee, and any family fees must be assessed on a sliding scale that adjusts based on family income.

Grace Period for Rate 1 Implementation

Recognizing that it will take time for new Rate 1 LEAs to expand their programs to serve additional students, LEAs are granted a grace period for compliance with the requirement for universal access. Starting in 2025-26, LEAs that are new to Rate 1 will be audited for compliance with their prior-year Rate 2 requirements during their first year of Rate 1 funding.

Minimum Funding Guarantee

In response to concerns raised by small LEAs, the minimum grant amount increases starting in 2025-26 to \$100,00 per LEA. Small LEAs had raised significant concerns that the minimum amount of \$50,000 from prior years was not sufficient for implementing ELO-P.

The additional investment in ELO-P demonstrates the state's continued commitment to ensuring access to before, after, and summer school instruction and enrichment for students in grades TK-6. The updates detailed above are only the latest round of improvements. For

information regarding other recent changes to ELO-P, see the March 2025 *Fiscal Report* article, [“ELO-P—Updates and Proposals.”](#)



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Manzanita Governance Board Meeting Dates 2025-2026

All open board meetings welcome the public.

The regular board meetings of the Governance Board of Manzanita Public Charter School will be held at:

Manzanita Public Charter School
Staff Lounge
991 Mountain View Blvd.
Vandenberg Space Force Base, CA 93437

AND

Allan Hancock College
Lompoc Valley Center (LVC)
Office 2-115
One Hancock Drive
Lompoc, CA 93436

Members of the public who wish to access this Board meeting via Zoom may do so by clicking the direct link: <https://us02web.zoom.us/j/6825676592>

July 2025 – Summer Break (No Meeting)		
Wednesday	August 6, 2025	3:30 PM
Wednesday	September 10, 2025	3:30 PM
Wednesday	October 15, 2025	3:30 PM
Wednesday	November 12, 2025	3:30 PM
Wednesday	December 10, 2025	3:30 PM
Wednesday	January 21, 2026	3:30 PM
Wednesday	February 11, 2026	3:30 PM
Wednesday	March 11, 2026	3:30 PM
Wednesday	April 15, 2026	3:30 PM
Wednesday	May 13, 2026	3:30 PM
Wednesday	June 17, 2026	3:30 PM

Manzanita Governance Board

Unadopted Minutes

JUNE 11, 2025

Public Hearing Meeting

Governance Board Members

Chairman	Arleen Pelster
Vice Chairman	Krishna Flores
Secretary	Eli Villanueva
Treasurer	Monique Mangino
Member	Alfonso Gonzalez

The public hearing meeting of the Governance Board of Manzanita Public Charter School will be held at Manzanita Public Charter School Staff Lounge, 991 Mountain View Blvd, Vandenberg Space Force Base, CA 93437 on June 11, 2025, 2024 from 3:30 pm – 4:30 pm and will also be held via teleconference.

Members of the public who wish to access this Board meeting via Zoom may do so by clicking the direct link: <https://us02web.zoom.us/j/6825676592>

The Board reserves the right to mute or remove a participant from the meeting if the participant unreasonably disrupts the Board meeting.

A) Call to Order

Time: 3:32 PM

Pledge of Allegiance

Establish Quorum

4/5 (Monique Mangino – Absent)

Opening Comments/Introductions/Welcome Guests

B) Communications

Instructions for Presentations to the Board by Parents and Citizens

Manzanita Public Charter School (“School”) welcomes your participation at the School’s Board meetings. The purpose of a public meeting of the Board of Directors (“Board”) is to conduct the affairs of the School in public. We are pleased that you are in attendance and hope that you will visit these meetings often.

Your participation assures us of continuing community interest in our School. To assist you in the ease of speaking/participating in our meetings, the following guidelines are provided:

1. Agendas are available to all audience members at the door to the meeting.
2. “Request to Speak” forms are available in Spanish and English to all audience members who wish to speak on any agenda item(s) or under the general category of “Oral Communications.”
3. “Oral Communications” is set aside for members of the audience to raise issues that are not specifically on the agenda. However, due to public meeting laws, the Board can only listen to your issue, not respond or take action. These presentations are limited to three (3) minutes each and total time allotted to non-agenda items will not exceed fifteen (15) minutes. The Board may give direction to staff to respond to your concern or you may be offered the option of returning with a citizen-requested item.

4. With regard to items that are on the agenda, you may specify that agenda item on your request form and you will be given an opportunity to speak for up to three (3) minutes when the Board discusses that item.
5. When addressing the Board, speakers are requested to state their name and address from the podium and adhere to the time limits set forth.
6. A member of the public requiring an interpreter will be provided six (6) minutes for public in accordance with section 54954.3 of the Government Code.

Any public records relating to an agenda item for an open session of the Board meeting which are distributed to all, or a majority of all, of the Board members shall be available for public inspection at 991 Mountain View Blvd., Vandenberg Space Force Base, CA93437.

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

C) Public Hearing

The purpose of the Public Hearing is to inform the public regarding the Local Control and Accountability Plan (LCAP). A copy of Manzanita's 2025-2026 LCAP and 2025-2026 School Budget have been available for public inspection 72 hours prior to the meeting, during the regular business hours on campus and on the school's website.

D) Public Hearing Opened Time: 3:32 PM

No members of the public were present for the public hearing.

E) Public Hearing Closed Time: 4:10 PM

F) Next Meeting

Regular scheduled meeting of the Governance Board will be held on Wednesday, June 18, 2025 at 3:30 PM in the Manzanita Public Charter School Staff Lounge.

G) Adjournment Time: 4:10 PM

Manzanita Governance Board

Unadopted Minutes

JUNE 18, 2025

Regular Board Meeting

Governance Board Members

Chairman	Arleen Pelster
Vice Chairman	Krishna Flores
Secretary	Eli Villanueva
Treasurer	Monique Mangino
Member	Alfonso Gonzalez

The regular board meeting of the Governance Board of Manzanita Public Charter School will be held at Manzanita Public Charter School Staff Lounge, 991 Mountain View Blvd, Vandenberg Space Force Base, CA 93437 on June 18, 2025, at 3:30 pm and will also be held via teleconference.

Members of the public who wish to access this Board meeting via Zoom may do so by clicking the direct link: <https://us02web.zoom.us/j/6825676592>

The Board reserves the right to mute or remove a participant from the meeting if the participant unreasonably disrupts the Board meeting.

A) Call to Order

Time: 3:31 PM

Pledge of Allegiance

Establish Quorum

5/5

Opening Comments/Introductions/Welcome Guests

B) Communications

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C) Adjourn to the Closed Session Time: 3:32 PM

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

1. Public employee performance evaluation (Gov. Code, § 54957, subd. (b)(1))
Title: Superintendent
2. Public employee performance evaluation (Gov. Code, § 54957, subd. (b)(1))
Title: Assistant Principal

D) Reconvene to Open Session Time: 4:33 PM

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

No action to report.

F) Presentation
None.

G) Reports

1. Superintendent's Report
 - a. Enrollment Report (Attachment A)
 - b. Prop 51/PSMI Update
 - c. Summary of Legislative Updates (Attachment B)
 - d. Charter Renewal Update
 - e. Public Charter School Grant Program (PCSGP)
 - f. Middle School Update/Summer School Planning (Attachment C)
2. Principal's Report
 - a. 2024-2025 Staff Evaluations and Progress Results
 - b. ELOP/YMCA Summer Camp

3. Vandenberg Space Force Base Report
Crystal Adams - School Liaison
Vandenberg Museum ribbon cutting ceremony, June 24, 2025 at 1:00 PM.
Vandenberg BBQ, July 3, 2025.
4. Board Member(s) Report
None.

H) Consent Agenda Items

Motion: Monique Mangino Second: Eli Villanueva Vote: 5/5

1. Approval of the May 14, 2025 regular board meeting minutes. (Attachment D)
2. Approval of the check detail, deposit detail and unpaid bills. (Attachment E)
3. Approval of Parent/Scholar Handbook. (Attachment F)
4. Special Education Department Chair Stipend Position (Attachment G)

I) Items Scheduled for Information and Discussion

1. Delta Management Solutions (DMS) monthly update to the board. (Candice Phillips)
2. Local Control and Accountability Plan (LCAP) and Local Indicators. (Matthew Stowell)

J) Items Scheduled for Action/Consideration

1. Discussion and approval of the 2025-2026 School Budget. (Attachment H) (Candice Phillips) (Suzanne Nicastro)

Motion: Krishna Flores Second: Alfonso Gonzalez Vote: 5/5

Adjourned for dinner break at 5:31 PM.
Reconvened from dinner break at 5:58 PM.

2. Discussion and approval of the 2024-2025 Prop 28 Arts and Music in Schools Funding Annual Report. (Attachment I) (Candice Phillips) (Suzanne Nicastro)

Motion: Eli Villanueva Second: Alfonso Gonzalez Vote: 5/5

3. Discussion and approval of the 2025-2026 Local Control and Accountability Plan (LCAP). (Attachment J) (Suzanne Nicastro)

Motion: Monique Mangino Second: Krishna Flores Vote: 5/5

4. Discussion and approval of a one-year adoption of Amplify Desmos Math curriculum for grades 6-8. (Attachment K) (Suzanne Nicastro)

Motion: Monique Mangino Second: Krishna Flores Vote: 5/5

5. Discussion and approval of the Manzanita Public Charter School Instructional Continuity Plan (ICP). (Attachment L) (Kat Franson) (Suzanne Nicastro)

Motion: Alfonso Gonzalez Second: Eli Villanueva Vote: 5/5

6. Discussion and approval of the \$10K donation to benefit Manzanita's new school library.
(Attachment M) (Suzanne Nicastro)

Motion: Alfonso Gonzalez Second: Krishna Flores Vote: 5/5

7. Discussion and approval of the Reading Difficulties Risk Screener; DIBELS mClass.
(Attachment N) (Jenny Klinedinst) (Suzanne Nicastro)

Motion: Monique Mangino Second: Krishna Flores Vote: 5/5

K) Future Agenda Items

Professional Development Plan for 2025-2026.

Approval of Employee Handbook.

Add: quarterly report, to future agendas, on behavioral issues.

L) Next Meeting

Regular scheduled meeting of the Governance Board will be held on Wednesday, August 6, 2025 at 3:30 PM in the Manzanita Public Charter School Staff Lounge.

M) Adjournment

Time: 6:15 PM

Manzanita Public Charter School: Warrant Report - May 2025

Check Number	Check Date	Vendor Name	Invoice Number	Invoice/remit description	Check Amount
3652	5/8/2025	Advanced Computer Experts	810	Invoice for REQ# 25-288 Advanced Computer Experts	1,920.00
3653	5/8/2025	Allan Hancock College	BS250096	Invoice for REQ# 25-283 Allan Hancock-Nov	2,000.00
3653	5/8/2025	Allan Hancock College	BS250097	Invoice for REQ# 25-284 Allan Hancock-Dec	2,000.00
3653	5/8/2025	Allan Hancock College	BS250098	Invoice for REQ# 25-285 Allan Hancock-Jan	2,000.00
3653	5/8/2025	Allan Hancock College	BS250099	Invoice for REQ# 25-286 Allan Hancock-Feb 2025	2,000.00
3653	5/8/2025	Allan Hancock College	BS250100	Invoice for REQ# 25-287 Allan Hancock-Mar	62.00
3654	5/8/2025	Punchout Amazon	1LDF-1JW-1K43	Invoice for PO#-1193 Ink for Bob Altavilla	28.26
3654	5/8/2025	Punchout Amazon	1PQ1-1fHQ-3VWD	Invoice for PO#-1195 Senior honor walk 2025 lei's	36.94
3655	5/8/2025	California Association of School Business Officials	000248439	Invoice for REQ# 25-278 FY 25/26 CASBO-renewal	850.00
3656	5/8/2025	Diverse Pest Management Inc.	28266	Invoice for REQ# 26-1 Diverse Pest	1,500.00
3657	5/8/2025	Lanspeed	59272	Invoice for REQ# 25-282 Lanspeed	2,565.00
3658	5/8/2025	SBCEO Santa Barbara County Education Office Communications	19C25-00158	Invoice for REQ# 25-279 SBCEO-Prints	1,055.23
3659	5/8/2025	Soul Shoppe Programs	2025-30	Invoice for REQ# 26-2 Soul Shoppe	4,350.00
3660	5/8/2025	STA West Region	5202129	Invoice for REQ# 25-289 STA-Mar	72,335.30
3660	5/8/2025	STA West Region	70301410	Invoice for REQ# 25-291 STA-Field Trips	1,958.00
3661	5/12/2025	Allan Hancock College	BS250100.	Allan Hancock-Mar Bal. due	1,938.00
3664	5/14/2025	Punchout Amazon	1KW6-N7MK-XFXF	Invoice for PO#-1200 Replacement Printer For SPED	463.24
3664	5/14/2025	Punchout Amazon	1V7Y-W6PM-VWXL	Invoice for PO#-1199 Ink for Bob	89.12
3665	5/14/2025	Big Green Cleaning Company	671549	Invoice for REQ# 25-292 Big Green-May	2,947.00
3666	5/14/2025	Frontier Communications	062408-042825	Invoice for REQ# 25-294 Frontier	94.32
3667	5/14/2025	Innovative School Solutions, Inc.	MPS204	Invoice for REQ# 25-293 Oasis	950.00
3668	5/14/2025	Producers Dairy Foods,Inc.	2512512002	Invoice for PO#-1003 Producers Dairy - Milk Lunchroom	407.74
3669	5/14/2025	Veritiv Operating Company	619-36374502	Invoice for PO#-911 Veritiv Maint orders	1,461.69
3670	5/14/2025	VISA	9677-042725	Visa 9677 Anthony Slade	2,915.02
3671	5/14/2025	VISA	7179-042725	Visa 7179 Joanne Johnson	1,922.67
3674	5/23/2025	Allan Hancock College	BS250120	Invoice for REQ# 25-302 Allan Hancock	2,000.00
3674	5/23/2025	Allan Hancock College	BS250122	Invoice for REQ# 25-303 Allan Hancock-May	2,000.00
3675	5/23/2025	Vestis	5020803145	Invoice for REQ# 25-297 Vestis	72.08
3676	5/23/2025	Delta Managed Solutions	MPCS 05-25	DMS May 2025 Business Services	18,220.86
3677	5/23/2025	Channel Islands Young Mens's Christian Association	000017	Invoice for PO#-1214 YMCA-Apr	21,436.00
3678	5/23/2025	LUSD	INV25-00176	Invoice for REQ# 25-296 LUSD-Natural Gas	2,308.09
3679	5/23/2025	Producers Dairy Foods,Inc.	2512512702	Invoice for PO#-1003 Producers Dairy - Milk Lunchroom	268.83
3680	5/23/2025	SBCEO Santa Barbara County Education Office Communications	12C25-00073	Invoice for PO#-1175 Battle of the Books	96.00
3680	5/23/2025	SBCEO Santa Barbara County Education Office Communications	93C25-00287	Curriculum Professional learning	22,780.00
3680	5/23/2025	SBCEO Santa Barbara County Education Office Communications	93C25-00288	CA Framework	5,195.00
3681	5/23/2025	Punchout Staples	7005309157	Invoice for PO#-1203 Supplies	208.86
3682	5/23/2025	UBEO West, LLC dba UBEO Business Services	4889319	Invoice for PO#-1205 Copier overages	640.38
3683	5/23/2025	ULINE	192138944	Invoice for PO#-1204 Cart	405.72
3684	5/23/2025	VISA	1313-042725	Visa 1313 Suzanne Nicaastro	1,447.35
3689	5/30/2025	Punchout Amazon	17N1-FQHM-JGN7	Invoice for PO#-1208 Batteries	55.41
3689	5/30/2025	Punchout Amazon	1NC9-1CHH-KNQ3	Invoice for PO#-1206 Tick removal kits	42.24
3689	5/30/2025	Punchout Amazon	1QLY-G764-LD96	Invoice for PO#-1209 Field Day	163.11
3690	5/30/2025	Vestis	5020812289	Invoice for PO#-1228 Vestis	72.08
3691	5/30/2025	Big Green Cleaning Company	672488	Invoice for PO#-1212 Big Green- Fill in Janitor	2,351.00
3691	5/30/2025	Big Green Cleaning Company	672629	Invoice for PO#-1227 Big Green janitorial coverage	1,262.00
3692	5/30/2025	Diverse Pest Management Inc.	28281	Invoice for PO#-1226 Diverse Pest	1,500.00
3693	5/30/2025	Lanspeed	59344	Invoice for PO#-1217 Lanspeed-Aruba License Renewal	3,686.00
3694	5/30/2025	Punchout Office Depot	421204688001	Invoice for PO#-1202 laminating rolls	175.14
3695	5/30/2025	Producers Dairy Foods,Inc.	2512513402	Invoice for PO#-1003 Producers Dairy - Milk Lunchroom	268.20
3696	5/30/2025	SBCEO Santa Barbara County Education Office Communications	19C25-00189	Invoice for PO#-1230 SBCEO-Printshop	459.92
3696	5/30/2025	SBCEO Santa Barbara County Education Office Communications	93C25-00300	Invoice for PO#-946 N SB County Math,Science and Computer sc	375.00

Manzanita Public Charter School: Warrant Report - May 2025

Check Number	Check Date	Vendor Name	Invoice Number	Invoice/remit description	Check Amount
3697	5/30/2025	Punchout Staples	7005333382	Invoice for PO#-1210 Copier paper	991.30
3698	5/30/2025	State of California Department of Justice	815974	Invoice for PO#-1215 CA DOJ	32.00
3699	5/30/2025	Veritiv Operating Company	619-36391035	Invoice for PO#-916 Veritiv Lunch Program Orders	720.36
3699	5/30/2025	Veritiv Operating Company	619-36392100	Invoice for PO#-1223 Styrofoam containers for field day	62.10
3700	5/30/2025	YM&C	16167	Invoice for PO#-1216 YM&C	1,612.00
Report Total					198,756.56

Manzanita Public Charter School: Warrant Report - June 2025

Check Number	Check Date	Vendor Name	Invoice Number	Invoice/remit description	Check Amount
1088	6/10/2025	Messick Farm Equipment	1088	Roto Tiller	4,095.00
12011	6/6/2025	Bank of the Sierra	060425-Replenish	Replenish main account from acct#0600	50,000.00
3702	6/6/2025	Punchout Amazon	1CGL-7C6G-619M	Invoice for PO#-1225 Cover for new MacBooks	184.80
3702	6/6/2025	Punchout Amazon	1HXY-NNGR-6XL3	Invoice for PO#-1218 Field day games	521.43
3703	6/6/2025	Amplify Education Inc.	INV-359116	Invoice for PO#-1222 Amplify Science	15,975.42
3704	6/6/2025	Punchout Office Depot	421290330001	Invoice for PO#-1207 SPED printers ink	484.49
3704	6/6/2025	Punchout Office Depot	421290331001	Invoice for PO#-1207 SPED printers ink	139.85
3705	6/6/2025	Producers Dairy Foods,Inc.	2512514102	Invoice for PO#-1003 Producers Dairy - Milk Lunchroom	246.27
3706	6/6/2025	SBCEO Santa Barbara County Education Office Communications	93C25-00298	Invoice for PO#-1211 Reading Difficulties Risk Screener	120.00
3707	6/6/2025	Punchout Staples	7005429241	Invoice for PO#-1224 Supplies	103.77
3708	6/6/2025	The Berry Man, Inc.	11266189	Invoice for PO#-926 The Berry Man	42.20
3709	6/6/2025	The Bean Sprout	0035	Invoice for PO#-1234 AR Shirts	294.16
3710	6/6/2025	BRITTANY SIGNORELLI	052725-1	Invoice for PO#-1235 6th grade t-shirts	1,461.60
3710	6/6/2025	BRITTANY SIGNORELLI	052725-2	Invoice for PO#-1236 Staff Hoodies	228.38
3711	6/6/2025	United Boys & Girls Club of Santa Barbara County	052325MCS	Invoice for PO#-1232 6th grade Science Camp	21,337.50
3712	6/6/2025	Wells Fargo Financial Leasing Inc.	5034481000	Invoice for PO#-1237 Copier Lease	1,496.81
3714	6/12/2025	Advanced Computer Experts	811	Invoice for PO#-1239 Advanced Computers	1,440.00
3715	6/12/2025	Punchout Amazon	1P6Y-RD1X-DNPT	Invoice for PO#-1229 Dominguez classroom budget	462.17
3716	6/12/2025	Apple Inc.	MB73552296	Invoice for PO#-1213 MacBooks	4,863.36
3717	6/12/2025	Big Green Cleaning Company	673520	Invoice for PO#-1242 Big Breen-June	685.00
3718	6/12/2025	Bill Gaines Audio Inc	INV-04817	Invoice for PO#-1014 Lighting for Spring Play	4,252.40
3719	6/12/2025	CSM Consulting, Inc.	19420	Invoice for PO#-1241 e-rate	1,661.80
3720	6/12/2025	Innovative School Solutions, Inc.	MPS205	Oasis hosting and support	700.00
3721	6/12/2025	Lanspeed	59387	Invoice for PO#-1240 Lanspeed	2,565.00
3722	6/12/2025	McGraw-Hill Companies	136856096001	Invoice for PO#-1220 Teen Health 6-7th	3,182.40
3723	6/12/2025	Producers Dairy Foods,Inc.	2512514802	Invoice for PO#-1003 Producers Dairy - Milk Lunchroom	223.71
3724	6/12/2025	STA West Region	70306826	Invoice for PO#-1243 STA-Field trips	1,775.11
3725	6/12/2025	The Berry Man, Inc.	11267298	Invoice for PO#-926 The Berry Man	42.20
3726	6/12/2025	VISA	1313-052825	Visa 1313 Suzanne Nicasro	1,539.27
3727	6/12/2025	Visa	7679-052825	Visa 7679 Katherine Franson	4,765.15
3728	6/20/2025	Allan Hancock College	BS250133	Invoice for PO#-1247 Allan Hancock-Jun	2,000.00
3729	6/20/2025	Amplify Education Inc.	INV-362560	Invoice for PO#-1238 Amplify Math	9,274.56
3730	6/20/2025	Vestis	5020821217	Invoice for PO#-1248 Vestis	72.08
3731	6/20/2025	BDJtech	9917	Invoice for PO#-1219 ChromeBooks	47,224.25
3732	6/20/2025	Big Green Cleaning Company	674252	Invoice for PO#-1249 Big Green- Custodial Coverage	1,646.00
3733	6/20/2025	Document Tracking Services	9343710	Invoice for PO#-1250 FY25/26 Document Tracking Services	425.00
3734	6/20/2025	Frontier Communications	062408-052825	Invoice for PO#-1246 Frontier	115.42
3735	6/20/2025	Jacob Lopez	061225-Reimb JC	Reimb for-inst. materials-classroom budg.	318.81
3736	6/20/2025	Kate Busarow	061225-Reimb KB	Reimb. for student council lunch	68.00
3737	6/20/2025	Katherine Franson	061225-Reimb KF	Reimb. for Field day	182.68
3738	6/20/2025	Larry Kaml	061225-Reimb LK	Reimb. for play costumes/props	125.13
3739	6/20/2025	LUSD	INV25-00196	Invoice for PO#-1253 LUSD-Feb utilities	1,782.19
3739	6/20/2025	LUSD	INV25-00197	Invoice for PO#-1252 LUSD- Natural gas Apr	1,454.22
3740	6/20/2025	Mid State Container Sales, Inc.	166915	Invoice for PO#-1158 40' container	8,119.63
3741	6/20/2025	Producers Dairy Foods,Inc.	2512515505	Invoice for PO#-1003 Producers Dairy - Milk Lunchroom	66.91
3742	6/20/2025	Solution Tree	S324929	Invoice for PO#-1078 Solution Tree Jun9-10 PD	15,680.00
3743	6/20/2025	Punchout Staples	7005598833	Invoice for PO#-1244 Supplies	44.36
3744	6/20/2025	State of California Department of Justice	822811	Invoice for PO#-1251 DOJ	32.00
3745	6/20/2025	VISA	9677-052825	Visa 9677 Anthony Slade	2,703.37

Manzanita Public Charter School: Warrant Report - June 2025

Check Number	Check Date	Vendor Name	Invoice Number	Invoice/remit description	Check Amount
3748	6/26/2025	Vestis	5020830376	Invoice for PO#-1256 Vestis	72.08
3749	6/26/2025	California Charter Schools Association	062425	CCSA Membership Renewal through 06302026	7,728.00
3750	6/26/2025	Delta Managed Solutions	MPCS 06-25	DMS June 2025 Business Services	18,220.86
3751	6/26/2025	Elizabeth Branson dba Branson's Embroidery	04-23-2025	Invoice for PO#-1259 Middle School fleece jacket	4,832.85
3752	6/26/2025	LUSD	INV25-00238	Invoice for PO#-1254 LUSD-Apr 2025 lunches	28,282.98
3753	6/26/2025	Matthew Barsotti	47	Invoice for PO#-1257 Lottery	450.00
3754	6/26/2025	National Association of Federally Impaced Schools-NAFIS	2001208	Invoice for PO#-1255 FY 25/26Membership renewal	350.00
7179-062525	6/25/2025	VISA	7179-062525	Albertsons-Field day food	7.99
7179-062525	6/25/2025	VISA	7179-062525	Bravo pizza-Peace keeper lunch	44.99
7179-062525	6/25/2025	VISA	7179-062525	Column public notice-add in paper	565.12
7179-062525	6/25/2025	VISA	7179-062525	Costco-Field Day food	1,506.75
7179-062525	6/25/2025	VISA	7179-062525	Costco-Shelving for container unit	2,704.43
7179-062525	6/25/2025	VISA	7179-062525	Edpuzzle pro teacher-wheeler classroom budget	13.50
7179-062525	6/25/2025	VISA	7179-062525	Hilton Garden inn-Conf. room rental	4,413.30
7179-062525	6/25/2025	VISA	7179-062525	USPS-Record mailings	52.78
Report Total					285,469.49

Manzanita Charter School
Classified Management Salary
Schedule 2025-2026

Classified Management Salary Schedules - Effective July 1, 2025			Board Approved:	Pending Approval
Hourly				
	25/26	25/26	25/26	25/26
Position	Student Information/Registrar Coordinator	HR Coordinator	Supervisor Maintenance and Operations	Food Service Manager
Days	236	236	236	206
Years	Hourly	Hourly	Hourly	Hourly
1	\$31.98	\$28.76	\$38.59	\$32.91
2	\$32.89	\$30.63	\$39.55	\$33.73
3	\$33.43	\$31.58	\$40.54	\$34.58
4	\$34.90	\$32.66	\$41.55	\$35.44
5	\$35.50	\$33.50	\$42.59	\$37.03
6	\$36.23	\$34.26	\$43.65	\$37.23
7	\$38.00	\$35.58	\$44.77	\$38.16



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CONSENT AGENDA ITEM

Item Title: Approval of 2025-2026 Classified Salary Schedule

Background: Minimum wage as increased to \$16.50 per hour for California, therefore, we need to update our classified salary schedule to reflect the current minimum wage

Recommendation: Approve the 2025-2026 Classified Salary Schedule

Resource Person: Suzanne Nicastro

Manzanita Charter School
Classified Salary Hourly Schedules 2024-2025

Classified Hourly Salary Schedules - Effective July 1, 2024										Board Approved:	6/19/24
Hourly											
	24/25	24/25	24/25	24/25	24/25	24/25	24/25	24/25	24/25	24/25	24/25
Position	Custodian Night/ PT	Classified Substitute Rates	Front Office Assistant Clerk I	Yard Supervision	Front Clerical Assistant Clerk II	Accounting Clerk	SPED/Gen Ed Instructional Aid/Behavioral Aid	SPED Admin Assist Hourly	Admin Asst II	Health Assistant	Director of Fiscal Services Part Time
Years	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
1	\$16.00	\$16.00	\$16.20	\$17.36	\$17.36	\$28.93	\$18.69	\$22.48	\$29.62	\$22.52	\$77.34
2	\$16.00	\$16.00	\$17.36	\$17.36	\$19.05	\$28.93	\$19.63	\$23.59	\$31.55	\$23.59	
3	\$16.90	\$16.00	\$18.23	\$17.36	\$20.37	\$28.93	\$20.59	\$24.79	\$32.52	\$24.79	
4	\$17.50	\$16.00	\$19.13	\$17.36	\$22.25	\$28.93	\$21.63	\$26.03	\$33.64	\$26.03	
5	\$18.10	\$16.00	\$20.09	\$17.36	\$23.57	\$28.93	\$22.73	\$27.34	\$34.50	\$27.34	
6	\$18.10	\$16.00	\$21.20	\$17.36	\$24.89	\$28.93	\$22.73	\$27.34	\$35.29	\$27.34	
7	\$18.10	\$16.00	\$22.46	\$17.36	\$26.23	\$28.93	\$22.73	\$27.34	\$36.65	\$27.34	
	24/25	24/25	24/25	24/25	24/25	24/25	24/25	24/25			
Position	Food Service Assistant	Custodian	Counselor	Lead Grounds/Maint	Food Service Assistant	Food Service Assistant I	Food Service Admin Manager	Food Service Prod Manager			
Years	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly			
1	\$17.57	\$23.39	\$69.44	\$23.62	\$17.57	\$20.14	\$23.64	\$32.91			
2	\$18.44	\$24.63	\$0.00	\$24.87	\$18.44	\$20.64	\$28.40	\$33.73			
3	\$19.35	\$25.85	\$0.00	\$26.11	\$19.34	\$21.68	\$29.26	\$34.58			
4	\$20.33	\$27.09	\$0.00	\$27.36	\$20.33	\$22.23	\$31.05	\$35.44			
5	\$21.34	\$27.63	\$0.00	\$27.91	\$21.34	\$22.78	\$31.98	\$26.03			
6	\$21.34	\$29.54	\$0.00	\$29.84	\$21.34	\$23.94	\$33.97	\$37.23			
7	\$21.34	\$30.79	\$0.00	\$31.10	\$21.34	\$24.53	\$34.95	\$38.16			

Changes effective date : 07/01/2022

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

For SY 2024-25 3% increase

Manzanita Charter School
Classified Hourly Salary Schedules 2025-2026

Classified Hourly Salary Schedules - Effective September 1, 2025											Board Approved:	Pending Approval
Hourly												
	25/26	25/26	25/26	25/26	25/26	25/26	25/26	25/26	25/26	25/26	25/26	25/26
Position	Classified Substitute	Custodian Night/ PT	Classified Substitute Rates	Front Office Assistant Clerk I	Yard Supervision	Front Clerical Assistant Clerk II	Accounting Clerk	SPED/Gen Ed Instructional Aid/Behaviorial Aid	SPED Admin Assist Hourly	Admin Asst II	Health Assistant	Director of Fiscal Services Part Time
Years	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
1	\$16.50	\$16.50	\$16.50	\$16.50	\$17.36	\$17.36	\$28.93	\$18.69	\$22.48	\$29.62	\$22.52	\$77.34
2	\$16.50	\$16.50	\$16.50	\$17.36	\$17.36	\$19.05	\$28.93	\$19.63	\$23.59	\$31.55	\$23.59	
3	\$16.50	\$16.90	\$16.50	\$18.23	\$17.36	\$20.37	\$28.93	\$20.59	\$24.79	\$32.52	\$24.79	
4	\$16.50	\$17.50	\$16.50	\$19.13	\$17.36	\$22.25	\$28.93	\$21.63	\$26.03	\$33.64	\$26.03	
5	\$16.50	\$18.10	\$16.50	\$20.09	\$17.36	\$23.57	\$28.93	\$22.73	\$27.34	\$34.50	\$27.34	
6	\$16.50	\$18.10	\$16.50	\$21.20	\$17.36	\$24.89	\$28.93	\$22.73	\$27.34	\$35.29	\$27.34	
7	\$16.50	\$18.10	\$16.50	\$22.46	\$17.36	\$26.23	\$28.93	\$22.73	\$27.34	\$36.65	\$27.34	
		25/26	25/26	25/26	25/26	25/26	25/26	25/26	25/26	25/26	25/26	25/26
Position		Food Service Assistant	Custodian	Counselor	Lead Grounds/Maint	Food Service Assistant	Food Service Assistant I	Food Service Admin Manager	Food Service Prod Manager			
Years		Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly			
1		\$17.57	\$23.39	\$69.44	\$23.62	\$17.57	\$20.14	\$23.64	\$32.91			
2		\$18.44	\$24.63	\$0.00	\$24.87	\$18.44	\$20.64	\$28.40	\$33.73			
3		\$19.35	\$25.85	\$0.00	\$26.11	\$19.34	\$21.68	\$29.26	\$34.58			
4		\$20.33	\$27.09	\$0.00	\$27.36	\$20.33	\$22.23	\$31.05	\$35.44			
5		\$21.34	\$27.63	\$0.00	\$27.91	\$21.34	\$22.78	\$31.98	\$26.03			
6		\$21.34	\$29.54	\$0.00	\$29.84	\$21.34	\$23.94	\$33.97	\$37.23			
7		\$21.34	\$30.79	\$0.00	\$31.10	\$21.34	\$24.53	\$34.95	\$38.16			

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

Additional Middle School Course Offerings for 2025-2026

Manzanita has worked with staff and families to determine and develop the following ***additional*** courses for the upcoming school year to the Governance Board for review and approval. The courses listed below are being presented by MPCS for consideration. It is important to note that the courses will be offered for scholar registration, but only the courses receiving sufficient enrollment will be taught during the 2025-2026 school year.

ENGLISH LANGUAGE ARTS

ADVANCED ELA-Grade 6

ADVANCED ELA-Grade 7

ADVANCED ELA-Grade 8

MATHEMATICS

ACCELERATED MATH-GRADE 6

ACCELERATED MATH-GRADE 7

SCIENCE

LIFE SCIENCE-GRADE 6

EARTH AND SPACE SCIENCE-GRADE 7

CTE COURSES

FINANCIAL LITERACY

TECHNOLOGY EDUCATION

RECOMMENDATION: It is recommended that the Board approves the ***additional course offerings*** for the 2025-2026 school year.



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CONSENT AGENDA ITEM

Item Title: Approval of 2025-2026 Employee Handbook

Background: Every year with all the changes, the employee handbook is updated. The new language is high-lighted, old language is high-lighted and crossed out. The changes are made to the absence procedure, COVID 19 testing, short term disability, sick leave and personal necessity leave.

Recommendation: Approve the 2025-2026 Employee Handbook

Resource Person: Suzanne Nicastro



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EMPLOYEE HANDBOOK



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ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

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

EMPLOYEE NAME: _____

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

I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I also understand that if I am ever unclear on any language, or policies and procedures in this Handbook, it is my responsibility to seek clarification from the School.

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

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

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

Employee's Signature: _____ Date: _____

**Please sign/date, tear out, and return to Human Resources
and retain this Handbook for your reference.**

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INTRODUCTION TO HANDBOOK

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

Due to the fact that the School is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. MPCS also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

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

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

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

CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

MPCS is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

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

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

Employment At-Will

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

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

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

Child Abuse and Neglect Reporting

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

MPCS will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code

section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

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

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

Professional Boundaries: Staff/Student Interaction Policy

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

Corporal Punishment

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

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

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

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause

- pain or discomfort as a form of punishment;
3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Student Behavior

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

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

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

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

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

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

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

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

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

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

Cautionary Staff/Student Behaviors

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

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

Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.

- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the Executive Director about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

MPCS is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. MPCS's policy prohibits unlawful harassment, discrimination, and retaliation based upon race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); religious creed (including religious dress and grooming practices); marital/ registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

MPCS does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third parties (including independent contractors or other person with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment, discrimination, or retaliation to the

Executive Director or designee.

When MPCS receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Executive Director) or the Executive Director or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. MPCS is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

Prohibited Unlawful Harassment

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

Prohibited Unlawful Sexual Harassment

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

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

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

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within six (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and

epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

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

Sexual harassment may include, but is not limited to:

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

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a

professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate MPCS policy. Complainants and witnesses under these policies will be protected from further harassment and will not be retaliated against in any aspect of their employment due to their participation, filing of a complaint, or reporting harassment.

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

Workplace Violence

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

Whistleblower Policy

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

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred.

However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

Drug and Alcohol Free Workplace

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

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

Consensual Relationships

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

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

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

Confidential Information

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

Conflict of Interest

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

Smoking

The MPCS facility is a non-smoking facility.

THE WORKPLACE

Certification and Licensure of Instructional Staff

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

Work Schedule

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

Full-Time: Full-time employees are those employees who are scheduled to work at least forty (40) hours in a week.

Part-Time: Part-time employees are those employees who are scheduled to work less than forty (40) hours in a week.

Mandatory Training, Meetings, Student Assessment

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

Meal and Rest Periods

Nonexempt employees working at least five (5) hours are provided with a thirty (30) minute meal period, to be taken approximately in the middle of the workday but by no later than the end of the 5th hour of work. An employee may waive this meal period if the day’s work will be completed in no more than six (6) hours, provided the employee and MPCS mutually consent to the waiver in writing.

Nonexempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. Employees are prohibited from combining meal and rest period time.

The Executive Director should be aware of and approve scheduled meal and rest periods.

An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

Lactation Accommodation

MPCS accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the nonexempt employee shall be unpaid.

MPCS will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such room/location shall not be a bathroom, and shall have electricity. Employees shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

Attendance and Tardiness

Employees must adhere to the adopted annual school calendar and be punctual.

If an employee finds it necessary to be absent or late, they must arrange it in advance with the Executive Director or Principal by emailing "employeeabsence@manzanitacharterschool.com for approval. If it is not possible to arrange the absence or tardiness in advance, the employee must email "employeeabsence@manzanitacharterschool.com no later than 6:30 am the day of the absence. Executive Director or Principal no later than one half hour before the start of their professional workday. If employee neglects to send an email regarding their absence, they will receive a disciplinary write up the first time. If they continue to be absent without an email notification they will be subject to dismissal. If an employee is absent from work longer than one (13) days, they must provide the school with a doctors note. notify school officials and keep them informed and updated of their situation. Teachers and exempt staff must request half days or full days only. Non- exempt staff must request time off by the hour.

Employees are also responsible to arrange for a qualified substitute from those listed on the Manzanita Substitute lists. If an employee is absent from work longer than one (13) days, they must provide the school with a doctors note. notify school officials and keep them informed and updated of their situation.

Excessive absenteeism and tardiness may lead to disciplinary action, up to and including release from at-will employment. An absence or tardiness without notification may lead to disciplinary

action, up to and release from at-will employment.

If an employee fails to come to work for three (3) consecutive work days without authorization, the Executive Director or Principal will presume that the employee has voluntarily resigned their position. At the close of the third missed work day, the employee's at-will employment will automatically terminate.

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

1. **Scheduled Absence:** All time off must be requested in advance and submitted in writing to the Executive Director by completing a Personnel Absence Form with a copy sent to Human Resources.

All time off must be requested in advance and submitted in writing, via email or text, to the school Principal or other administrative designee and, once approved, an online record of absence on the electronic online (EWS) payroll system must be recorded by employee.

2. **Unscheduled Absence:** Employees must notify the Executive Director and Human Resources as soon as possible regarding their unscheduled absence (either by email or phone call) and at the latest, by the time the employee is to schedule to report for work. Once the employee returns to work, a Personnel Absence form needs to be submitted to Human Resources.

Employees must notify the School Principal or other administrative designee, as soon as possible regarding their unscheduled absence via a text or phone call, and at the latest, by the time the employee is scheduled to report for work. Once the employee returns to work, an online record of absence on the EWS payroll system must be recorded.

Time Sheets/Records

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

Nonexempt employees must accurately record on a timesheet the in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The time sheet indicates when the employee arrived and when the employee departed. All nonexempt employees must record the in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

Nonexempt employees are solely responsible for ensuring accurate information when submitting online time records with the EWS system. If an employee forgets to mark their time sheet or makes an error on the time sheet, the employee must first contact HR to make the correction and then

such correction must be initialed by both the employee and the Principal or administrative designee.

Nonexempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

No one may record hours worked on another's time record.. Any employee, who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with the School.

Use of Email, Voicemail and Internet Access

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

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

Soliciting/Conducting Personal Business While on Duty

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

School premises by non-employees is not permitted, unless related to official school business. Solicitation or distribution of written materials by non-employees is strictly prohibited.

Personal Business

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

Social Media

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

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

MPCS reserves the right to take disciplinary action against any employee whose social media postings violate this or other School policies.

Personal Appearance/Standards of Dress

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

Participation in Recreational or Social Activities

Employees may participate in activities sponsored by or supported by the school. Participation in such activities is strictly voluntary. As such, employees have no obligation to participate in

recreational or social activities and no employee has work-related duties requiring such participation. An employee's participation in social and recreational activities is at the employee's own risk and MPCS disclaims any and all liability arising out of the employee's participation in these activities.

Health and Safety Policy

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

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

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

School Property Inspections

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

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

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

Criminal Background Checks

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

Tuberculosis Testing

All employees of the School must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

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

COVID-19 Testing

~~MPCS will provide COVID-19 testing at no cost to the employee during the pandemic. Positive cases will be triaged with conditional response protocols aligned to meet health guidelines applicable to the School. COVID-19 guidance is subject to change and will be updated in this handbook via an addendum when health guidelines require such change.~~

~~Employees who are not up to date on COVID-19 vaccinations and who believe they have been exposed to an individual who has tested positive for COVID-19 shall self-quarantine for five (5) calendar days to self-monitor for any potential symptoms such as fever, cough, and difficulty breathing. Employees who are up to date on COVID-19 vaccinations are not required to quarantine if they believe they have been exposed to an individual who has tested positive for COVID-19. Employees should get tested three (3) to five (5) days after exposure, even if they are not experiencing any COVID-19 symptoms.~~

~~During the exposure self-quarantine period, employees not medically restricted from working shall be on call and ready to perform remote work (telework) during work hours to the extent directed by the School. If medically unable to work, such employees shall use available leaves consistent with state and federal laws, and MPCS leave policies.~~

Immigration Compliance

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

the United States. However, MPCS will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (*e.g.*, threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant.

Security Protocols

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

Occupational Safety

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

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

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

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

Accident/Incident Reporting

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

Reporting Fires and Emergencies

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

EMPLOYEE WAGES AND HEALTH BENEFITS

Payroll Withholdings

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

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

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should contact the payroll department for more information.

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

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

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

Overtime Pay

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

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

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

Pay Days

All employees will be paid on the 10th and 25th of each month, for 11 or 12 months, depending on the employee's individual employment contract. Each paycheck will include earnings for all reported work performed through the end of the payroll period. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive their pay on the payday prior to the weekend.

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

Employees should promptly notify the payroll department if they have a question regarding the calculations of their paycheck; any corrections will be noted and will appear on the following payroll.

Expense Reimbursements

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

Wage Attachments and Garnishments

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

Employees are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning an employee, the Executive Director will discuss the situation with the employee.

Health Insurance

Full-time employees are entitled to health insurance benefits in accordance with the health insurance plan. MPCS may cover the insurance premium for employees and dependent costs. Employees may be required to contribute to the cost of premiums to retain coverage. MPCS will comply with all Affordable Care Act applicable regulations.

Short Term Disability Benefits

All employees who work 20 hours or more will receive Short Term Disability, MPCS will cover the cost for these employees.

COBRA Benefits

When coverage under the School's medical and/or dental plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage – the employee contribution and the School's previous contribution plus a possible administrative charge.

Medical coverage for an employee, his/her spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

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

This eighteen (18)-month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18)-month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

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

- The employee dies while covered by the plan;
- The employee and his/her spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but his/her spouse has not yet reached age sixty-five (65); or
- The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

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

MPCS will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. MPCS will then notify the employee or his/her dependents of the employee's rights.

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

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

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

PERSONNEL EVALUATION AND RECORD KEEPING

Employee Reviews and Evaluations

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

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

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

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

Personnel Files and Record Keeping Protocols

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

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. MPC will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Executive Director. Only the Executive Director or designee is authorized to release information about current or former employees. Disclosure of information

to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

HOLIDAYS, VACATIONS AND LEAVES

Holidays

MPCS calendar reflects any and all holidays observed by the School. The following holidays are generally observed by public entities, including public schools and are considered unpaid days for all certificated staff:

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

Other days during the school year, such as days during the School's calendared breaks, shall not be paid time for nonexempt employees in active status. Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Executive Director. The employee will be paid if the religious holiday is taken as an earned paid leave day (i.e. personal necessity day, etc., as applicable). The employee will not be paid if the religious holiday is taken as a personal leave of absence day.

Classified Holidays

MPCS calendar reflects any and all holidays observed by the School. The following holidays are generally observed by public entities, including public schools and are considered unpaid days for all classified staff:

Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day

Other days during the school year, such as days during the School's calendared breaks, shall not be paid time for nonexempt employees in active status. Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Executive Director. The employee will be paid if the religious holiday is taken as an earned paid leave day (i.e. personal necessity day, etc., as applicable). The employee will not be paid if the religious holiday is taken as a personal leave of absence day.

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

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

Unpaid Leave of Absence

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

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

During a Family and Medical Leave Act, California Family Rights Act leave and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins.

Loss Leave

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

Sick Leave

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, the School offers paid sick leave to its employees. Sick leave is a benefit provided to employees as a cushion for incapacitation due to illness or injury. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an

existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Finally, an employee may take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Paid sick leave is available to all School employees. Full-time employees accrue one (1) day of sick leave per month of scheduled work, where such days are granted to employees on July 1st of each fiscal year. Part-time employees who work fewer than forty (40) hours per week accrue a prorated amount of sick leave, but in no case shall be provided less than forty (40) hours of sick leave per year.

Sick leave may only be used for the purposes specified in this policy. Accordingly, MPCS retains the right to request verification from a licensed health care provider for any extended absence due to illness or disability which equals five (5) or more consecutive calendar days. The School will not tolerate abuse or misuse of the sick leave privilege. If the School suspects abuse of sick leave, the School may require a medical certification from an employee verifying the employee's absence.

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

Employees are not allowed to draw against unearned/unaccrued sick leave. MPCS does not pay employees in lieu of unused sick leave and sick leave does not carry over from year to year.

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee's start date. Employees are required to use paid sick leave in minimum increments of no more than two hours.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by the School.

Personal Necessity Leave (PNL)

Full-time employees may use up to 24 hours of sick leave in cases of personal necessity upon prior approval. Personal necessity is defined as any of the following:

- Death or serious illness of a member of an employee's immediate family (this is in addition to Bereavement Leave);
- Accident involving an employee's person or property, or the person or property of a member of an employee's immediate family;
- Appearance in court as a litigant, or as a witness under official order;
- Adoption or foster placement of a child;

- The birth of a child making it necessary for an employee who is the parent of the child to be absent from their position during the work hours; and
- Business/personal matters which cannot reasonably be conducted outside the workday.

Employees must request PNL at least one (1) week in advance unless an emergency/unforeseen situation occurs. Approval shall be at the discretion of the School. PNL may not be used consecutively or to extend a vacation or holiday break. PNL may be used in one (1) hour increments. PNL is not vacation, does not carry over from year to year, and is not paid out upon separation from employment.

Extended Illness Leave

In order to be eligible for extended illness leave, employee must have worked at least twelve (12) months and worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the extended medical leave. This leave runs concurrent with FMLA and CFRA leave as outlined below, and would take place once all sick leave is exhausted.

Category 1: Differential Pay for Full-Time Certificated Employees for Extended Illness Leave

Full-time certificated employees may request five (5) months of extended illness leave paid at a differential pay rate (the employee's regular rate of pay less the cost for a substitute), excluding stipends. This leave does not accumulate and does not carry over to the subsequent year. Health insurance benefits are continued while in paid status and deducted from payroll. Extended leave will only be granted with a medical certification confirming the need for extended illness leave.

Category 2: Differential Pay for Full-Time Classified Employees for Extended Illness Leave

Full-time classified employees may request a maximum of five (5) months of extended sick leave paid at 50% of current salary rate. This leave does not accumulate and does not carry over to the subsequent year. Health insurance benefits are continued while in paid status and deducted from payroll. Extended leave will only be granted with a medical doctor's note confirming the need for extended illness leave.

Category 3: Differential Pay for Full-Time Certificated Management Employees for Extended Sick Leave (Including Principals and Vice Principals)

Full-time certificated management employees may request a maximum of five (5) months of extended illness leave paid at 50% of current salary rate. This leave does not accumulate and does not carry over to the subsequent year. Health insurance benefits are continued while in paid status and deducted from payroll. Extended leave will only be granted with a medical doctor's note confirming the need for extended illness leave.

Part-time certificated and classified employees may request a maximum of five (5) months of extended sick leave paid at 50% of current salary rate. Extended leave will only be granted with a medical doctor's note confirming the need for extended illness leave.

Family Care and Medical Leave

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

- **Employee Eligibility Criteria:**

To be eligible for FMLA/CFRA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the leave and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of CFRA where the School must only have at least five (5) employees)..

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

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

1. To care for the employee’s newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School’s separate pregnancy disability policy).
 - a. A “serious health condition” is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - b. “Inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person

can be discharged or transferred to another facility and does not actually remain overnight.

- c. “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - d. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, or sibling for CFRA purposes.
 4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) -month period to provide said care. CFRA does not provide leave specific to caring for a service member.
 5. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.
- Amount of FMLA/CFRA Leave Which May Be Taken
 1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.
 2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the service member.
 3. The “twelve month period” in which twelve (12) weeks of FMLA/CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.
 4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School’s business activity

has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

- Pay during FMLA/CFRA Leave

1. An employee on FMLA/CFRA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period.
2. An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.
3. If an employee has exhausted his/her sick leave leave taken under FMLA/CFRA shall be unpaid leave.
4. The receipt of sick leave pay will not extend the length of the FMLA or CFRA leave. Sick pay accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

- Health Benefits

The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA/CFRA leave, and these provisions may change from time to time. The health benefits of employees on FMLA/CFRA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period.

When a request for FMLA/CFRA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

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

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

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if

he/she works less than thirty (30) days after returning from FMLA/CFRA leave; and

2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA/CFRA leave, or other circumstances beyond the control of the employee.

- Seniority

An employee on FMLA/CFRA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA/CFRA leave will return with the same seniority he/she had when the leave commenced.

- Medical Certifications

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

- Procedures for Requesting and Scheduling FMLA/CFRA Leave

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Executive Director. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA leave policy.
2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her

- qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
 5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
 6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
 7. The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
 1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
 2. When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
 3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
 4. If an employee can return to work with limitations, the School will evaluate those

limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Employment during Leave

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

Pregnancy Disability Leave

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

- Employee Eligibility Criteria

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

- Events That May Entitle an Employee to Pregnancy Disability Leave

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

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

- Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks). For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works

twenty (20) hours per week, “four months” means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks).

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

- Health Benefits

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

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

- Seniority

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

- Medical Certifications

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

the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

- Requesting and Scheduling Pregnancy Disability Leave

1. An employee should discuss and notifying Manzanita HR department. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy or a note outlining the expected dates of the pregnancy disability leave.
2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. When the pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return to Work

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

the employee if and when comparable positions become available during the sixty (60) day period.

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

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

- Pay during Pregnancy Disability Leave

1. A Certificated Employee on pregnancy disability leave must exhaust all accrued paid leave and at the beginning of any Pregnancy Disability Leave period. After sick leave is exhausted, the employee may utilize a partial wage reduction benefit, and pay 100% of substitute employee wages and benefits out of their earnings (differential pay). A classified employee on pregnancy disability leave must exhaust all accrued paid leave and at the beginning of any Pregnancy Disability Leave period. After paid leave is exhausted, the employee may utilize a partial 50% wage reduction benefit.
2. The receipt of sick leave pay will not extend the length of pregnancy disability leave.
3. Sick leave accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- Employment during Leave

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

Parental Leave

During any FMLA/CFRA leave for purposes of parental leave, and after paid leave has been exhausted, certificated employees may receive differential pay (the difference between the employee’s salary and the salary paid to the substitute), and classified employees may receive 50%

of their regular wages.

Industrial Injury Leave (Workers' Compensation)

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

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

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

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

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

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

Military and Military Spousal Leave of Absence

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

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

Except for employees serving in the National Guard, MPCS will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

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

Funeral/Bereavement Leave

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

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

leave.

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

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

Jury Duty or Witness Leave

For all employees, the School will pay for time off if an employee is called to serve on a jury.

Voting Time Off

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

When possible, an employee requesting time off to vote shall give the Executive Director at least two (2) days notice.

School Appearance and Activities Leave

As required by law, MPCS will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of MPCS, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

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

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required

appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) workdays off in a twelve (12)-month period.

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

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

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation, may be paid provided the employee uses five (5) days of accrued paid leave for bone marrow donation and two (2) week's of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

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

Victims of Abuse Leave

MPCS provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, stalking or other crimes. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, that of the employee's child or children or when a person whose immediate family member is deceased as the direct result of a crime. A crime includes a crime or public offense that would constitute a misdemeanor or felony if the crime had been committed in California by a competent adult, an act of terrorism against a resident of California (whether or not such act occurs within the state), and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide MPCCS with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide MPCCS one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, MPCCS will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact the Executive Director.

Returning From Leave of Absence

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

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

DISCIPLINE AND TERMINATION OF EMPLOYMENT

Rules of Conduct

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

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

19. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
20. Sleeping during work hours.
21. Release of confidential information without authorization.
22. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
23. Refusal to speak to supervisors or other employees.
24. Dishonesty.
25. Failure to possess or maintain the credential/certificate required of the position.

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

Off-Duty Conduct

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

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

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

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

Termination of Employment

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

When an employee terminates their at-will employment, they will be entitled to all earned but unused vacation pay. If an employee is participating in the medical and/or dental plan, they will be provided information on their rights under COBRA.

References

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

INTERNAL COMPLAINT REVIEW

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

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School’s “Policy Prohibiting Unlawful Harassment.”

Open Door Policy

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

Internal Complaints

(Complaints by Employees Against Employees)

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

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

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

This policy cannot guarantee that every problem will be resolved to the employee’s satisfaction.

However, the School values each employee's ability to express concerns and the need for resolution without fear of adverse consequence to employment.

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

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

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

The written complaint should set forth in detail the factual basis for the complaint.

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

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

General Requirements

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

AMENDMENT TO EMPLOYEE HANDBOOK

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

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

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

APPENDIX A

HARASSMENT COMPLAINT FORM

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

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

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

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

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

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

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present:

Where did the incident(s) occur? _____

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

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

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

Signature of Complainant

Date

Print Name

APPENDIX B
INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

Signature of Complainant

Date: _____

Print Name



APPENDIX C

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

APPLICATION FOR TRANSFER TO HIGHER SALARY CLASSIFICATION

PLEASE COMPLETE AND RETURN TO

Suzanne Nicastro

By
April 1

DATE: _____

NAME: _____

PRESENT SALARY CLASSIFICATION \$ _____

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

LIST ANY CREDENTIALS FOR WHICH YOU ARE CURRENTLY WORKING: _____

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

Yes No Not Applicable

Total units recorded after your bachelors: _____

Total units listed below but not recorded: _____

The information to be completed below pertains to any credits/courses completed prior to June 30th.

Any credits/courses completed after June 30th will be applied to the following Fiscal Year.

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

FOR OFFICE USE ONLY

ADDITIONAL UNITS EARNED: SEMESTER: _____ QUARTER: _____

DEGREE/CREDENTIAL EARNED: MA/MS PHD CLAD BCLAD

APPROVED BY: _____ DATE: _____

SENT TO: PAYROLL HR PERSONNEL FILE

APPENDIX D



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FIXED TERM EMPLOYMENT AGREEMENT Between MANZANITA PUBLIC CHARTER SCHOOL & EMPLOYEE

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

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

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

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

except as specified in Education Code section 47610.

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

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

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

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

2. Term and Work Schedule

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

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

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

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

3. Compensation

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

4. Employee Benefits

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

5. Performance Evaluation

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

6. **Employee Rights**

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

7. **Licensure**

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

8. **Child Abuse and Neglect Reporting**

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

9. **Fingerprinting/TB Clearance**

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

10. **Conflicts of Interest**

Employee understands that, while employed at the School, he or she will have

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

11. **Outside Professional Activities**

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

C. **TERMINATION OF AGREEMENT**

This Agreement may be terminated by any of the following:

- a. **Termination for Cause:** Employee may be terminated by the Board at any time for cause. In addition, Employee may be disciplined (e.g. reprimand, suspension without pay) for cause during the term of this Agreement. "Cause" shall include, but is not limited to, breach of this Agreement, any ground enumerated in the Personnel Policies, or Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above-mentioned and incorporated by reference job specification.

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

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

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

E. **GENERAL PROVISIONS**

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions herein will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

Board Approved: Pending Approval