

991 Mountain View Blvd. Vandenberg Space Force Base, CA 93437 Phone: (805) 734-5600 Fax: (805) 734-3572 www.manzanitacharterschool.com info@manzanitacharterschool.com

# **Superintendent's Enrollment Report**

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

DATE OF MEETING: WEDNESDAY, APRIL 10, 2024

# Manzanita Governance Board Unadopted Minutes

MARCH 13, 2024

# **Regular Board Meeting**

# Governance Board Members

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

The regular board meeting of the Governance Board of Manzanita Public Charter School will be held at Manzanita Public Charter School Staff Lounge, 991 Mountain View Blvd, Vandenberg Space Force Base, CA 93437on March 13, 2024 at 3:30 pm and will also be held via teleconference.

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

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: <u>3:30 PM</u>
Pledge of Allegiance	
Establish Quorum	<u>5/5</u>
Opening Comments/Introductions/V	Welcome Guests

B) <u>Communications</u> 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.

March 13, 2024 - Unadopted Minutes

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

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

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

C) <u>Presentations</u> Jason Larsh – Transitional Kinder Centers

- D) <u>Reports</u>
  - 1. Superintendent's Report
    - a. Enrollment Report
    - b. Prop 51/PSMI Update
    - c. Bus Transportation Update
    - d. National School Lunch Program (NSLP)/Child Nutrition Information and Payment System (CNIPS) Update
    - e. Grade 7<sup>th</sup> and 8<sup>th</sup> Update Lompoc Unified School District will vote on March 19, 2024 on the Material Revision.
    - f. Conflict of Interest (Form 700) Annual Filing Deadline: April 3, 2024
  - 2. Interim Principal's Report
    - a. Scholar LED Conferences
    - b. Scholarly Pursuits Assembly
    - c. Talent Show Auditions
    - d. Literacy Night
    - e. WIN Time Progress Data
  - 3. <u>Vandenberg Space Force Base Report</u> Crystal Adams - School Liaison

# E) Consent Agenda Items

Motion: Eli VillanuevaSecond: Beth ChiVote: 5/5

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

(Attachment A)

- F) Items Scheduled for Information and Discussion
  - 1. Delta Management Solutions (DMS) Monthly Update to the Board (Candice Phillips)
  - 2. Local Control and Accountability Plan (LCAP) Progress (Matthew Stowell) Tabled; will present at the April 10, 2024 meeting.
- G) Items Scheduled for Action/Consideration
  - 1. Discussion and Approval of 2<sup>nd</sup> Interim Budget (Attachment F) (Candice Phillips)

     Motion: Monique Mangino
     Second: Eli Villanueva
     Vote: 5/5
  - 2. Discussion and Approval of the Manzanita Public Charter School Governance Board Meeting Dates for 2024-2025 (Attachment G) (Suzanne Nicastro)

Motion: Beth ChiSecond: Krishna FloresVote: 5/5

H) Future Agenda Items

1. Single School Plan

I) Adjourn to Closed Session Time: <u>5:23 PM</u>

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

- 1. Conference with Legal Counsel Anticipated Litigation Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9. (One case)
- J) <u>Reconvene to Open Session</u> Time: <u>5:52 PM</u>
- K) <u>Public Report on Action Taken in Closed Session (includes the vote or abstention of every member present)</u> No action taken.
- L) Next Meeting

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

M) <u>Adjournment</u> Time: <u>5:52 PM</u>

### Attachment C

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

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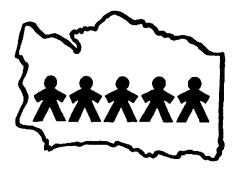
### Attachment C

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

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

Report Total

278,358.30



# Santa Barbara County Special Education Local Plan Area

A Joint Powers Agency

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

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

1. **Recitals.** This MOU is entered with reference to the following background recitals:

A. The SBCSELPA is comprised of 25 local education agencies, operating as a Joint Powers Agency as stated in the current *Joint Exercise Of Powers Agreement of the Santa Barbara County SELPA* ("JPA"). LEA is a member of the SBCSELPA and party to the SBCSELPA JPA.

B. Pursuant to the SBCSELPA's Local Plan, SBCSELPA employs one or more individuals qualified as Board Certified Behavior Analyst(s) ("BCBA"), who are made available to provide regionalized services to students attending programs within member local education agencies in the SBCSELPA. SBCSELPA BCBA(s) may provide various professional services within their scope of practice and expertise in Applied Behavior Analysis ("ABA") ("BCBA Services").

C. The purpose of this MOU is to clarify the terms and conditions between SBCSELPA and LEA, for the cost effective provision of BCBA Services to LEA student(s) by one or more employees of the SBCSELPA, as outlined in the *Scope of Work: BCBA Services*, attached hereto as Exhibit A and incorporated into this Agreement by reference ("*Scope of Work: BCBA*"). Nothing in this MOU shall be construed to supplant, modify or otherwise alter any of the terms, conditions, or obligations of the JPA. If there is any conflict found between this MOU and the JPA, the JPA shall control.

- 2. **Responsibilities of SBCSELPA**. As a special education service provider, SBCSELPA shall make available one or more qualified employees of the SBCSELPA who are qualified to provide BCBA Services to LEA as outlined in the *Scope of Work: BCBA* during the term of this MOU.
- 3. **LEA of Responsibility.** As the district of residence and/or responsibility for all students served by SBCSELPA pursuant to this MOU, LEA retains financial and legal responsibility for LEA's development and offer of a free appropriate public education ("FAPE") and provision of special education and related services under state and federal law to its students. Parties acknowledge and agree that LEA is and shall remain the LEA of special education responsibility for any and all LEA students served by SBCSELPA BCBA(s) during the term of this MOU, for all purposes, including but not limited to, with regard to any of the matters described in Title 34 of the Code of

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

- 4. General Employer Responsibilities. When providing BCBA Services to LEA pursuant to this MOU, the SBCSELPA employees shall remain employee(s) of SBCSELPA and shall not be considered an employee(s) of the LEA, for any purpose. The SBCSELPA employee(s) will remain regular employee(s) of SBCSELPA, on SBCSELPA's payroll, subject to SBCSELPA's general personnel administration, and shall remain subject to SBCSELPA's personnel policies, rules and regulations. SBCSELPA employee(s)'s full salary and benefits will continue to be paid by SBCSELPA exclusively. SBCSELPA shall further be responsible for payment of all employee salary and related benefits, pension, insurance, taxes and withholdings required under SBCSELPA's personnel rules, policies and contracts and applicable federal and state law. SBCSELPA shall be responsible for keeping and maintaining the personnel file and payroll and other records of the SBCSELPA employee(s), and for all employee compensation.
- 5. **Payment.** SBCSELPA shall invoice LEA according to SBCSELPA's Board-approved rate as stated in the Rate Sheet: BCBA Services, attached hereto as Exhibit B and incorporated into this Agreement by reference ("Rate Sheet: BCBA"). LEA shall reimburse SBCSELPA for the actual days of BCBA Services delivered by SBCSELPA to or on behalf of LEA student(s) under this MOU (in minimum increments of quarter days). SBCSELPA shall submit to LEA itemized invoices on a bi-annual basis, and reimbursement is due upon submission of the invoice, but not later than 60 days after the invoice is received.
- 6. **Term and Governing Law.** The term of this MOU will be July 1, 2024 through June 30, 2025. This MOU shall be governed by the laws of the State of California.
- 7. **Insurance.** Both Parties shall procure and maintain insurance for workers' compensation, general liability, and property coverage. Parties agree to maintain such coverage for the duration of this MOU and shall provide proof of coverage upon request. SBCSELPA shall maintain workers' compensation insurance for SBCSELPA employees.

### 8. Indemnification and Hold Harmless.

- (a) To the fullest extent allowed by law, LEA agrees to defend, indemnify, and hold harmless SBCSELPA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("SBCSELPA Indemnitees") against any and all claims, lawsuits, actions, administrative or special proceedings, whether judicial or administrative in nature, to include any loss, liability, or expense, including reasonable attorney's fees and costs of defense, arising as a result of SBCSELPA's obligations under this MOU ("Claims").
- (b) LEA's duty and obligation to defend shall arise immediately upon tender of a request to defend a due process hearing complaint under the Individuals with Disabilities in Education Act, or lawsuit naming the SBCSELPA. The duty to indemnify and defend shall include any and all obligations including liabilities or debts incurred by the SBCSELPA as a result of the LEA's negligence which results in the SBCSELPA incurring any loss including but not limited to as a result of any administrative proceeding or civil action.

- (c) LEA's obligation to defend, indemnify, and hold harmless the SBCSELPA per this MOU shall not apply if it is ultimately adjudicated that any Claim was proximately caused by the negligent, intentional or willful act or omission of SBCSELPA, including, without limit, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors). The defense and indemnification obligations of this MOU are to be undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this MOU; and, shall survive the termination or completion of this MOU for the full period of time allowed by law.
- 9. Termination for Substantial Change in Circumstances. This MOU may be terminated by either Party upon at least thirty (30) calendar days written notice to the other Party due to a substantial change in circumstances, such as student relocation or change in IEP services, or loss of SBCSELPA staff. In the event of such termination, all work performed by SBCSELPA employee(s) or made available by SBCSELPA pursuant to the terms of this MOU prior to the date of termination, shall be compensated by LEA.

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

- 10. Entire Agreement. This MOU contains the sole and entire agreement and understanding of the Parties with respect to the terms set forth in this MOU. No representations, oral or otherwise, expressed, or implied other than those contained in this MOU are part of the terms or consideration of this MOU.
- 11. **Amendment.** The terms of this MOU may be modified only by a written addendum signed by the authorized representatives of both Parties.

Name:Ray Avila	Name:
Title:Executive Director, SBCSELPA	Title:
Date:	Date:
JPA Board Approved (date):	LEA Board Approved (date):

Manzanita Charter School, LEA

Santa Barbara County SELPA, a JPA

# EXHIBIT A

# Scope of Work: Board Certified Behavior Analyst Services

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

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

## EXHIBIT B

# **Option 1: BCBA Costs**

	July 1, 2024 to June 30, 2025
Daily Rate	\$785



# Manzanita Public Charter School

# 2023-24 Capital Allocation Scenarios



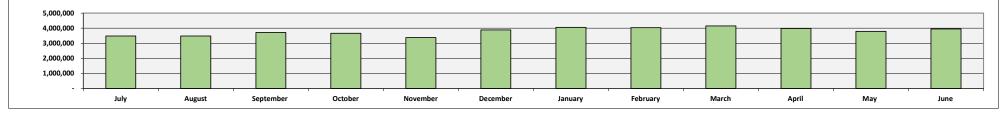
# Manzanita Public Charter School

## 2023-24

### **Capital Allocation Scenarios for Consideration**

	Where are we now? Projecting to end the year with 217 days operating reserve on hand. Est. \$3,958,344. If all remains status quo.
Scenario # 1	
Scenario # 2	What if, \$2M of reserves are allocated to the building project and an estimated \$350,000 is set aside for grade level expansion? We estimate, this will reduce the operating reserves to 88 days.
Scenario # 3	What if, \$1.5M of reserves are allocated to the building project and an estimated \$350,000 is set aside for grade level expansion? We estimate, this will reduce the operating reserves to 116 days.
Additional Comments	Recommendation: reduce reserves to no less than 4 months operating costs. Pursue a line of credit (or some sort of debt) option, in whole or in part, to leverage the building match requirement against reserve security. This will also allow greater control over the investment strategy.

					2	023-24 Seco	blic Charter and Interim I anthly Cash	Budget	nent						
						Scenario	#1 Status Q	uo							
Description	2023-24 Second Interim Budget	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total For Year
BEGINNING CASH		3,425,470	3,488,403	3,478,901	3,725,098	3,660,394	3,382,705	3,883,681	4,064,387	4,034,330	4,154,281	3,984,133	3,790,281	3,958,344	3,425,470
CASH INFLOWS															
REVENUES															
LCFF State Aid	2,477,618	145,830	145,830	257,504	184,245	222,716	222,716	98,962	195,095	195,095	195,095	195,095	195,095	224,340	2,477,618
Education Protection Account	1,301,432	-	-	325,159	-	-	325,159	-	-	325,557		-	325,557	-	1,301,432
Prior Year Adjustments	-								(5,570)	-	-	-	-	5,570	-
In-Lieu-Of Property Taxes	1,248,030	-	-	-	-	-	520,749	-	367,587	119,898	59,949	59,949	59,949	59,949	1,248,030
Federal Revenues	919,457	-	-	21,536	2,384	49,730	21,797	469,030	46,802	21,797	90,440	70,440	21,797	103,704	919,457
Other State Revenues	954,701	11,678	11,678	53,667	147,088	69,755	104,968	248,281	73,905	53,000	53,000	50,000	25,000	52,681	954,701
Other Local Revenues	132,498	7,037	43,801	911	22,077	13,765	79,988	(68,721)	(9,768)	5,000	5,000	5,000	5,000	23,406	132,498
TTL CASH INFLOWS	7,033,735	164,545	201,309	658,777	355,794	355,966	1,275,377	747,552	668,051	720,347	403,483	380,483	632,398	469,651	7,033,735
EXPENDITURES															
All Certificated Salaries	2,966,386	28,424	226,953	259,954	264,051	358,762	263,767	242,479	277,463	240,232	240,232	240,232	240,232	83,607	2,966,386
All Classified Salaries	656,603	11,944	41,096	62,772	61,384	116,341	61,044	38,369	71,292	58,030	38,030	38,030	38,030	20,240	656,603
All Benefits	1,225,386	10,137	100,083	90,254	88,939	93,885	88,891	81,604	92,813	100,880	94,115	94,115	94,115	195,556	1,225,386
All Materials & Supplies	278,757	44,170	27,879	25,662	28,630	5,507	29,527	(8,807)	38,808	23,922	23,922	23,922	13,922	1,693	278,757
All Services and Operations	1,515,444	40,360	39,400	36,230	27,717	36,175	311,477	109,087	177,057	177,057	177,057	177,760	77,760	128,307	1,515,444
All Capital Outlay/Depreciation	-	-	-	-	-	-	-		-	-	-	-	-	-	-
All Other Outgo	5,500	138	181	326	326	1,614	639	639	497	276	276	276	276	36	5,500
TTL CASH OUTFLOWS	6,648,076	135,172	435,591	475,198	471,047	612,283	755,346	463,372	657,930	600,396	573,632	574,335	464,335	429,439	6,648,076
NET REVENUES	385,659														385,659
	<u>`</u>														
Accounts Receivable (net change)		528,488	151,364	39,750	9,852	(51)	492	-							729,895
Accounts Payable (net change)		-	-	-	-	-	-								-
Fixed Asset Acquisitions		(494,928)	73,415	22,868	40,697	(21,321)	2,251	109,989							(267,030)
Other Cash Inflows/Outflows		-	-	-	-	-	(21,797)	(213,463)	(40,178)						(275,438)
NET INFLOWS/OUTFLOWS		33,560	224,779	62,618	50,549	(21,372)	(19,055)	(103,474)	(40,178)	-	-	-	-		187,428
ENDING CASH BALANCE		3,488,403	3,478,901	3,725,098	3,660,394	3,382,705	3,883,681	4,064,387	4,034,330	4,154,281	3,984,133	3,790,281	3,958,344		
Days Cash On Hand		192	191	205	201	186	213	223	221	228	219	208	217		
Buys cash on nana		192	191	205	201	130	215	223	-21	220	215	200	217		



					M	anzanita Pu	blic Charter	School							
					2	023-24 Seco	ond Interim I	Budget							
					2023-24 Pi	rojected Mo	onthly Cash	Flow Statem	nent						
				S	cenario #2 (2	M Building	Project 350	k Grade Exp	ansion)						
					,				,						
Description	2023-24 Second Interim Budget	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total For Year
BEGINNING CASH	internit budget	3,425,470	3,488,403	3,478,901	3,725,098	3,660,394	3,382,705	3,883,681	4,064,387	4,034,330	4,154,281	3,984,133	3,790,281	1,608,344	3,425,470
CASH INFLOWS															
REVENUES															
LCFF State Aid	2,477,618	145,830	145,830	257,504	184,245	222,716	222,716	98,962	195,095	195,095	195,095	195,095	195,095	224,340	2,477,618
Education Protection Account	1,301,432	-	-	325,159	-	-	325,159	-	-	325,557		-	325,557	-	1,301,432
Prior Year Adjustments	-								(5,570)	-	-	-	-	5,570	-
In-Lieu-Of Property Taxes	1,248,030	-	-	-	-	-	520,749	-	367,587	119,898	59,949	59,949	59,949	59,949	1,248,030
Federal Revenues	919,457	-	-	21,536	2,384	49,730	21,797	469,030	46,802	21,797	90,440	70,440	21,797	103,704	919,457
Other State Revenues	954,701	11,678	11,678	53,667	147,088	69,755	104,968	248,281	73,905	53,000	53,000	50,000	25,000	52,681	954,701
Other Local Revenues	132,498	7,037	43,801	911	22,077	13,765	79,988	(68,721)	(9,768)	5,000	5,000	5,000	5,000	23,406	132,498
TTL CASH INFLOWS	7,033,735	164,545	201,309	658,777	355,794	355,966	1,275,377	747,552	668,051	720,347	403,483	380,483	632,398	469,651	7,033,735
EXPENDITURES															
All Certificated Salaries	2,966,386	28,424	226,953	259,954	264,051	358,762	263,767	242,479	277,463	240,232	240,232	240,232	240,232	83,607	2,966,386
All Classified Salaries	656,603	11,944	41,096	62,772	61,384	116,341	61,044	38,369	71,292	58,030	38,030	38,030	38,030	20,240	656,603
All Benefits	1,225,386	10,137	100,083	90,254	88,939	93,885	88,891	81,604	92,813	100,880	94,115	94,115	94,115	195,556	1,225,386
All Materials & Supplies	278,757	44,170	27,879	25,662	28,630	5,507	29,527	(8,807)	38,808	23,922	23,922	23,922	13,922	1,693	278,757
All Services and Operations	1,515,444	40,360	39,400	36,230	27,717	36,175	311,477	109,087	177,057	177,057	177,057	177,760	77,760	128,307	1,515,444
All Capital Outlay/Depreciation		-	-	-			-	105,007							
All Other Outgo	5,500	138	181	326	326	1,614	639	639	497	276	276	276	276	36	5,500
TTL CASH OUTFLOWS	6,648,076	135,172	435,591	475,198	471,047	612,283	755,346	463,372	657,930	600,396	573,632	574,335	464,335	429,439	6,648,076
NET REVENUES	385,659														385,659
Accounts Receivable (net change)		528,488	151,364	39,750	9,852	(51)	492	-							729,895
Accounts Payable (net change)		-	-	-	-	-	-								-
Fixed Asset Acquisitions		(494,928)	73,415	22,868	40,697	(21,321)	2,251	109,989							(267,030)
Other Cash Inflows/Outflows		-	-	-	-	-	(21,797)	(213,463)	(40,178)				(2,350,000)		(2,625,438)
NET INFLOWS/OUTFLOWS		33,560	224,779	62,618	50,549	(21,372)	(19,055)	(103,474)	(40,178)	-	-	-	(2,350,000)	、 I	(2,162,572)
ENDING CASH BALANCE		3,488,403	3,478,901	3,725,098	3,660,394	3,382,705	3,883,681	4,064,387	4,034,330	4,154,281	3,984,133	3,790,281	1,608,344		
Days Cash On Hand		192	191	205	201	186	213	223	221	228	219	208	88	*	
						100								1. 350k Yr 1	
5,000,000 -														Expansion	
														investment	
4,000,000														2. 2M build	ling capital
3,000,000															
2,000,000				_				-				-		_	
1,000,000				_				_				_			
_													1		
July	August	t Sep	otember	October	November	Dec	ember	January	February	Ma	irch	April	May	Ju	ne

# Manzanita Public Charter School

							blic Charter ond Interim I								
						-	onthly Cash I								
				Sc	enario #3 (1.	Sivi Buildin	g Project 350	JK Grade Ex	pansion)						
Description	2023-24 Second Interim Budget	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total For Year
BEGINNING CASH		3,425,470	3,488,403	3,478,901	3,725,098	3,660,394	3,382,705	3,883,681	4,064,387	4,034,330	4,154,281	3,984,133	3,790,281	2,108,344	3,425,470
CASH INFLOWS															
REVENUES															
LCFF State Aid	2,477,618	145,830	145,830	257,504	184,245	222,716	222,716	98,962	195,095	195,095	195,095	195,095	195,095	224,340	2,477,618
Education Protection Account	1,301,432	-	-	325,159	-	-	325,159	-	-	325,557		-	325,557	-	1,301,432
Prior Year Adjustments	-								(5,570)	-	-	-	-	5,570	-
In-Lieu-Of Property Taxes	1,248,030	-	-	-	-	-	520,749	-	367,587	119,898	59,949	59,949	59,949	59,949	1,248,030
Federal Revenues	919,457	-	-	21,536	2,384	49,730	21,797	469,030	46,802	21,797	90,440	70,440	21,797	103,704	919,457
Other State Revenues	954,701	11,678	11,678	53,667	147,088	69,755	104,968	248,281	73,905	53,000	53,000	50,000	25,000	52,681	954,701
Other Local Revenues	132,498	7,037	43,801	911	22,077	13,765	79,988	(68,721)	(9,768)	5,000	5,000	5,000	5,000	23,406	132,498
TTL CASH INFLOWS	7,033,735	164,545	201,309	658,777	355,794	355,966	1,275,377	747,552	668,051	720,347	403,483	380,483	632,398	469,651	7,033,735
EXPENDITURES															
All Certificated Salaries	2,966,386	28,424	226,953	259,954	264,051	358,762	263,767	242,479	277,463	240,232	240,232	240,232	240,232	83,607	2,966,386
All Classified Salaries	656,603	11,944	41,096	62,772	61,384	116,341	61,044	38,369	71,292	58,030	38,030	38,030	38,030	20,240	656,603
All Benefits	1,225,386	10,137	100,083	90,254	88,939	93,885	88,891	81,604	92,813	100,880	94,115	94,115	94,115	195,556	1,225,386
All Materials & Supplies	278,757	44,170	27,879	25,662	28,630	5,507	29,527	(8,807)	38,808	23,922	23,922	23,922	13,922	1,693	278,757
All Services and Operations	1,515,444	40,360	39,400	36,230	27,717	36,175	311,477	109,087	177,057	177,057	177,057	177,760	77,760	128,307	1,515,444
All Capital Outlay/Depreciation	-	-	-	-	-	-	-		-	-	-	-	-	-	-
All Other Outgo	5,500	138	181	326	326	1,614	639	639	497	276	276	276	276	36	5,500
TTL CASH OUTFLOWS	6,648,076	135,172	435,591	475,198	471,047	612,283	755,346	463,372	657,930	600,396	573,632	574,335	464,335	429,439	6,648,076
NET REVENUES	385,659														385,659
Accounts Receivable (net change)		528,488	151,364	39,750	9,852	(51)	492	-							729,895
Accounts Payable (net change)		-	-	-	-	-	-								-
Fixed Asset Acquisitions		(494,928)	73,415	22,868	40,697	(21,321)	2,251	109,989	(40,470)				(4.070.000)		(267,030)
Other Cash Inflows/Outflows NET INFLOWS/OUTFLOWS		33,560	- 224,779	- 62,618	- 50,549	(21,372)	(21,797) (19,055)	(213,463) (103,474)	(40,178) (40,178)			-	(1,850,000) (1,850,000)		(2,125,438) (1,662,572)
-		,	,		,										(1,002,572)
ENDING CASH BALANCE		3,488,403	3,478,901	3,725,098	3,660,394	3,382,705	3,883,681	4,064,387	4,034,330	4,154,281	3,984,133	3,790,281	2,108,344		
Days Cash On Hand		192	191	205	201	186	213	223	221	228	219	208	116	1. \$350k Yı	1&2
5 000 000														Expansion	capital 💦
	5,000,000													investmen	t
4,000,000														2. \$1.5M b	uilding
3,000,000								-				-		capital	
2,000,000								-				-			
1,000,000				-				-				-			
- July	August	: Sep	tember	October	November	Dec	ember	January	February	Ma	irch	April	Мау	Ju	ne

All 4 scenarios are very conservative:

- 1. 80% laddered CD's and 20% Money Market Funds I might have issues finding numerous CD's with higher rates while staying under the FDIC limit.
- 50% Treasuries and 50% liquid funds/ETF's Probably more in liquid funds than are needed, if economy hits a soft spot and rates are lowered the liquid funds could see interest rates go down sooner than expected.
- 100% in laddered CD's and Treasuries The exact split between the two would be determined based on most attractive rates when it is time to purchase the securities. Downside is no liquid investments if needed sooner than expected.
- 4. 80% in laddered CD's and Treasuries, 20% in liquid funds/ETF's Like above the split would be determined when it is time to purchase. The liquid funds would give us a comparable yield but can sell to help fund cash flow if needed.

My preference would prefer #4. I would tend to tilt towards more treasuries due to the liquidity but if we find good bank CD's at a higher rate I could by more of those. It is difficult to know exactly what the best plan is as things could change within the next month or so.

If the committee is looking to invest longer term capital (3 plus years), we could open an additional account and look at other investment opportunities.

E	Progress: 70%	Effectiv	eness:	71%	Handout No. 2		
ystems					MPC-2023, Action		
ngineers	Building Enduring	g Education Systems		www	v.edsystems.net		
ŀ	Action Pr: 879	%	Ef:	87%			
order to inform instruction	ssessments across the LEA , monitor student progress, assessment or interventions	and to identify	<u>Beg</u>	<u>Date E</u>	ind <u>CA Priorities</u>		
students needing further a	assessment of intervention.		Party Responsible Cat				
	Prog	gress, Update					

No substantive differences. The use of ESS pre and post tests, STAR Tests, dibels. Analyze data in PLC. ESS not vertically alligned. Some gaps. WIN groups (87%, 87%)

Action	<b>Pr:</b> 90%	<b>Ef</b> : 96%	, D
01.02: Provide all students identified strategies for support	d for intervention with targeted	Date Beg Da	te End <u>CA Priorities</u>
		Party Responsible	e <u>Category</u>
	Progress, Update		

No substantive differences. Use of intervention Roadmaps. Use of data to put scholars in appropriate WIN groups. Management- making sure the groups stay small. Space-finding rooms for groups. Transitions Very effective- using data to drive instruction-progress monitoring (90%, 96%)

Action	<b>Pr:</b> 50%		<b>f:</b> 50%	
01.03: Implement a summer sports enri K-6 students focusing on the LEA's low-			<u>Date End</u>	CA Priorities
		Party Res	<u>ponsible</u>	<u>Category</u>
	Progress, Upo	late		

There was a program in 2022-2023 Last summer there was no program at MPLS. Staffing, equipment, faciliities. Not effective (50%, 50%)

F	Progress: 70%	, )	Effectiveness	71%	Handout No. 2
ystems					MPC-2023, Action
ngineers	Building E	Enduring Educatio	n Systems	ww	w.edsystems.net
A	ction	Pr: 99%	Ef:	99%	
01.04: The LEA will provid programs, including STEM provide supplemental instr students with exceptional in	l, ARTS, and Outd uction and suppor	oor Education to	<u>Date Beg</u> <u>Party Respo</u>	<u>Date</u> nsible	End <u>CA Priorities</u> Category
		Progress, Upda	ate		J

No substantive differences. All scholars look forward to these programs. High Incentives. Facilities. Dependent on Weather. Extremely effective. Motivation. May spark interests for future. (99%, 99%)

Action	<b>Pr:</b> 90%	Ef:	90%	
01.05: Provide translation support and access to community/school/district resources through bilingual staff. Monitor student data and instructional practices. Provide an ELD TOSA to coach teachers in the delivery of designated and integrated ELD		<u>Date Beg</u> <u>Party Respo</u>	Date End	<u>CA Priorities</u> <u>Category</u>
	Progress, Update			

No substantive differences. We have at least 2 bi-lingual staff members available for translations and family communication. Mrs. Loung provides an improved program with formative assessments and provides ELA support. Sometimes there is time conflict for ELD classes and other events. ParentSquare translates messages to Spanish speaking parents automatically (90%, 90%)

Action	<b>Pr:</b> 40%	Ef:	40%	
01.06: Bilingual front office person con- and Hispanic community. Small Group be made available for at-risk foster and Scholarships to participate in enrichme	and Individual Tutoring will I homeless youth.	<u>Date Beg</u> <u>Party Respon</u>	Date End	<u>CA Priorities</u> <u>Category</u>
	Progress, Update			

No substantive differences. Scholars do recieve scholarship for enrichment activities. We do not do daily outreach to bilingual community or tutoring for at risk scholars. Covering all grade level enrichment activities. (40%, 40%)

E	Progress: 70%		Effectiveness:	71%	Handout No. 2
- Jucation ystems					MPC-2023, Action
ngineers	Building E	nduring Educatic	n Systems	ww	w.edsystems.net
Α	Action I	Pr: 50%	Ef:	50%	
01.07: The LEA will offer a SED, EL, and SpEd schol	• •	d math instruction	for Date Beg	<u>Date</u>	End <u>CA Priorities</u>
			Party Respon	<u>nsible</u>	<u>Category</u>
		Progress, Upd	ate		

No longer implemented. It was successful when we had it. Deciding who was in the groups. Conflict with other after school activities and focus was no the best after school. Was effective to repeat skills that were needed. (50%, 50%)

Action	<b>Pr:</b> 85%	Ef:	90%	
01.08: Time is built into the school da per week for at least 40 minutes. Thi Learning Communities (PLCs) is spe learning targets, student achievemer	s time for Professional ent discussing essential	Date Beg Party Respo	Date End	CA Priorities
	Progress, Update			

One time per week for 40 minutes with Administrator to discuss curriculum, standards, and needs. Would need to do more meetings to meet expectation. Grade level teachers do check in daily. Built into the school day and consistent. Lots of conversations about growth at grade level and sharing ideas. There would be no prep time with 4 meetings a week. Grades with combo class struggle to meet with both teams. Respecting the norms of the group. Teams communicate and grow in unity of grade level needs and progress. Teams look at scholars as our scholars and not just "my class" from classroom teacher. (85%, 90%)

Action Pr: 50%	<b>Ef</b> : 50%
01.09: Instructional assistants will be placed in full day TK and kindergarten classrooms to support academic and behavioral r of students. Priority for support will be given to at risk students (English Learners, homeless, foster, and low income students)	
Progress, Upo	late

TK-full time Aid. 1 Kinder- full time aid. 2 Kinder - have aids that pop in and out. Aids are assigned by behavioral needs rather than the needs cited in this document. There has been positive success with partially assigned aids but aids are not assigned by the criteria of the "at risk" learners. Challenges include budges and staffing assignment too targetted students. Effectiveness was the most excellent in the kinder class with two aids assigned. Evaluating effectiveness has not been set up in terms of quantitative data. In regard to observation in the other kinder classes, it appears as though partial aid throughout the day is working. Behavioral issues have become more of a higher need for aid rather than for "at risk." (50%, 50%)

Education	Progress: 70%	Effectiveness		Handout No. 2
Pystems ngineers	Building Enduring Edu	ication Systems		PC-2023, Action
Ac	ction Pr:	Ef:		
•	ill focus on the Multi-Tiered Sys focus on the academic and so		Date End	CA Priorities
emotional needs of our at-r	isk students (English learners, dents with special needs, and		onsible	<u>Category</u>
	Progress	, Update		

No liason has been assigned to our knowledge. N/A N/A N/A (0%, 0%)

Action	<b>Pr:</b> 80%	Ef: 80%	
01.11: Principal and EL Coordinator will ongoing professional development to cla instructional assistants, teacher tutors, a related to implementation of ELA/ELD s	assroom teachers, and language specialists	Date BegDate EndParty Responsible	CA Priorities
	Progress, Update		J

NFLI - training and implementation for ELA. Benchmark express- training and implementation for ELD. There has been a significant targetted intervention growth with most scholars. Fr scholars with stagnant growth we are able to identify and assist them through road maps, SST, and or ItP implementation. Room availability may be an occasional issue but quickly remedied with doubling up in various established grade level classes. Effectiveness has been outstanding and shows and shows in CAASPP scores. (80%, 80%)

Action	<b>Pr:</b> 75%	Ef:	
01.12: English language development teachers will provide support and instru English learners through a variety of m through small group instruction, in one	uction to students who are leans, including: in class,	Date Beg Date E	nd <u>CA Priorities</u> <u>Category</u>
	Progress, Updat	e	J

No substantive differences. Success is noticeable in the confidence increased with ELD scholars throughout the year. ELD students are able to communicate more clearly. Room availability may be an occasional issue but quickly remedied by pushing in / doubling up in grade classrooms. Effectiveness is positive with students and teachers working together. (75%, 0%)

Education	Progress: 70%		Effectiveness:	71% 🗖	Handout No. 2 MPC-2023, Action
📃 ngineers	Building End	luring Education Sy	ystems	www	.edsystems.net
A	ction Pr:	50%	Ef:	50%	
01.13: Principal or El Coordinator will provide high-quality instructional materials to teachers and language specialists to use with students who are English learners in order to ensure student success and mastery of English. In addition, materials specific for		Date Beg Party Respon	<u>Date Er</u> nsible	nd <u>CA Priorities</u>	
		Progress, Update			

No substantive differences. 4 days a week ELD instruction with materials that frontload per Benchmark ELA. Have we obtained new material specific for this population this school year? T.B.D. (50%, 50%)

Ac	tion <b>Pr</b> : 100%		<b>Ef:</b> 100	0%	
governance board on prepa	work with parent community aring a Material revision pac horized by Lompoc Unified \$	kage to its School	<u>Beg D</u> Responsik	oate End	<u>CA Priorities</u> <u>Category</u>
	Progre	ss, Update			

No substantive differences. All stakeholders are involved in this process Not available Very effective via the unanimous. (100%, 100%)

	Action	<b>Pr:</b> 50%	Ef:	50%	
a school⊡wide Home	work policy whic	instructional staff on creatin ch aligns with educational be policy for the 2023-24 schoo	est	<u>Date End</u> nsible	<u>CA Priorities</u> <u>Category</u>
		Progress, Updat	e		

No substantive differences. Productive conversation at the beginning of school year. Topic was not revisited or checked for fidelity. Partially, to some extent. (50%, 50%)

F	Progress: 70%	Effectiveness	: 71% 💻	Handout No. 2
ystems			Ν	IPC-2023, Action
ngineers	Building Enduring Educ	ation Systems	www.e	dsystems.net
Ac	ction Pr: 30%	Ef:	30%	
	TOSA, and Intervention team wi D trainings around the organizat		Date End	d <u>CA Priorities</u>
	oom delivery of the new Benchn		nsible	Category
Cumoulum.	Progress,			

No substantive differences. Training at the beginning of school year. Not revisiting topic during the school year. Curriculum was a bit easier to implement. (30%, 30%)

Action Pr:	Ef:
02.01: The Principal, Assistant Principal, health assistant, front office clerk, and school registrar will analyze the causes and patterns of chronic absenteeism to establish consistent policy an practice; research and design strategies to reduce frequency; an	
Progress, Upda	te

Working on strategies to reduce frequency. In addition identify the patters or absenteeism. ISC to help with work competition. ISC to help with work completion and minimize absences Look at different schools to see how our school compares and a targeted percentage to set as goal. Communicate to parents the importance of ISC and ask prior to absence. (0%, 0%)

Action	Pr:	Ef:		
02.02: The LEA will focus on counsel support services, and increased phys programs will provide activities focus emotional learning including resilience	sical education services. These ed on wellness and social	<u>Date Beg</u> <u>Party Respo</u>	<u>Date End</u> nsible	<u>CA Priorities</u> <u>Category</u>
	Progress, Update			

No substantive differences. Improved physical education program / health & wellness that expects scholars to target specific body exercises, less games, more P.E. Scholars notice working as a team more. Less arguig. For counseling: behavioral support the challenge is scheduling & facility. For P.E. a challenge is equipment and facility like holes in the field. Continues to push us towards our goal. The student love Coach Nuno. (0%, 0%)

Education	Progress: 70% 💻	Effectiveness		Handout No. 2 PC-2023, Action
ystems ngineers	Building Endur	ring Education Systems	www.ea	lsystems.net
Α	ction Pr:	Ef:		
02.03: Utilize the DESSA screener to determine scholar social emotional needs		cholar social <u>Date Beg</u>	Date End	<u>CA Priorities</u>
		Party Respo	<u>nsible</u>	<u>Category</u>
	P	rogress, Update		

No substantive differences. Determined scholars social emotional needs. Scholars like seeing them to talk about their feelings. meeting the needs of many scholars. Providing continued support. Overall, our opinion, it appears that discipline has improved, but we would like to track data better. (0%, 0%)

Action	Pr:	Ef:	
02.04: Maintain mental health services for scholars with licensed, school counselor position		<u>Date Beg</u> Party Respo	CA Priorities
	Progress, Upda		 <u></u>

No substantive differences. helps filter dessa results. Sort and prioritize scholars based on need. Time, availability, and space. Benefits scholars who have social/emotional struggles. (0%, 0%)

Action	Pr: 50%	<b>Ef:</b> 50%	
02.05: Continue and expand partnershi the areas of Peace Maker training ange and racial tolerance for students.		Date BegDate EndParty Responsible	<u>CA Priorities</u> <u>Category</u>
	Progress, Update		J

No substantive differences. Empowering young scholars to take the lead on guiding other in their conflicts. Making sure the Peacemakers show up to their shifts. We have continued this partnership. (50%, 50%)

F	Progress: 70%	Effectivene	ss: 71% 💻	Handout No. 2
ystems			М	PC-2023, Action
📃 ngineers	Building Enduring I	Education Systems	www.ec	dsystems.net
A	ction Pr: 100%	Ĩ	Ef: 100%	
	ne school psychologist role t nation of community-wide su		Date End	<u>CA Priorities</u>
361 VICE3.		Party Res	ponsible	<u>Category</u>
	Progr	ess, Update		

No substantive differences. She has increased her time to full time to accomodate all sped families and their needs. And we will continue. Sped need is increasing every year, more referrals have been as years go on. Continue her hours, look into extra support with Malia. (100%, 100%)

	Action	<b>Pr:</b> 100%	Ef:	100%	
02.07: Invest in a school-wide camera surveillance system as a monitoring tool for staff and student behavior as well as campus visitors.		Date Beg Party Respo	<u>Date End</u> nsible	CA Priorities	
		Progress, Update			

No substantive differences. Admin hasbeen able to use cameras to resolve conflicts. Por quality, no audio, and no classrooms hae cameras. We got new cameras. Increased camera count and continue to increase cameras in blind spots. (100%, 100%)

Action	n Pr	:	Ef:		
02.08: Maintaining state licensu contribute to scholar and staff v		of health and safety	Date Beg	<u>Date End</u>	CA Priorities
			Party Respo	onsible	<u>Category</u>
		Progress, Update			
No substantive difference	es. (0%.0%)				

No substantive differences. (0%, 0%)

F	Progress: 70% 💻	Effect	tiveness:	71%	Handout No. 2
					MPC-2023, Action
ngineers	Building Endu	ring Education System	5	www	w.edsystems.net
ŀ	Action Pr: ·	100%	Ef:	75%	
02.09: Continue school/te	acher/parent access to	Parent Square Dat	e Beg	Date E	End CA Priorities
		Part	t <mark>y Respo</mark> i	<u>nsible</u>	<u>Category</u>
	Р	rogress, Update			

No substantive differences. Parents and staff have access to important information. Teachers are able to communicate with parents. Not all parents use it consistently or at all. It's effective if parents are using it. (100%, 75%)

Action Pr:	Ef:	
02.10: Provide additional time for targeted instruction and Professional Learning Communities, especially for English Learners, foster youth, homeless youth, and low income students through the implementation of weekly physical education instruction	Date Beg Date End	CA Priorities
Progress, Update		

WIN time is geared to target ay scholar who needs additional instruction Progress monitoring is showing great growth. Only for reading at this point, math WIN time is also needed. (0%, 0%)

Action	<b>Pr:</b> 50%	Ef: 50%	
02.11: Under the direction and with th administration, Social Emotional Lear further identified and implemented to a committee of administrators, teachers	ning (SEL) curriculum will be all students TK-6. A	Date Beg Date En Party Responsible	d <u>CA Priorities</u> <u>Category</u>
	Progress, Update		

No substantive differences. Curriculum has been chosen and is in each classroom. Finding time in the day. Someone to come to classrooms for solely SEL purposes. Not implemented consistently enough to gauge effectiveness. (50%, 50%)

F	Progress: 70%	ó ————————————————————————————————————	Effectiveness:	71%	Handout No. 2
ystems					MPC-2023, Action
ngineers	Building E	Enduring Education	Systems	WW	w.edsystems.net
A	ction	<b>Pr:</b> 100%	Ef:	100%	
02.12: Use of golf cart to n medical and social emotio			Date Beg	<u>Date</u>	End <u>CA Priorities</u>
expansive campus.			Party Respon	<u>nsible</u>	<u>Category</u>
		Progress, Upda	te		J

No substantive differences. The golf cart gets lots of use around campus. Storage, proximity to buildings. Golf carts are available to meet immediate needs of scholars. (100%, 100%)

Action Pr:	Ef:	
02.13: All parents of students who are English language learners, and/or low income, and who are military dependents will be 1) invited to attend a quarterly parent-teacher conference, 2) will be invited to take part in a yearly comprehensive survey, and 3) will be	Date BegDate EndCA PriorParty ResponsibleCategory	ities
Progress, Update		

No one knew what the acronym MISS meant and had to look it up. Multi tiered system of support. We have both conferences for trimester 1 and 2. We have completed the yearly comprehensive survey. Parents are made aware of R35D reading and Math testing at conferences also made aware of WIN time placement for each trimester. Not all teachers know to provide a print out of the R36O reading and math reports. Teacher provides print out of R36O reading. (0%, 0%)

Action	<b>Pr:</b> 90%	<b>Ef:</b> 100%	
02.14: Superintendent and Principal wil and facilitate interventions to students a suspensions and maximize time in scho been suspended.	at-risk in order to reduce	Date BegDate EndParty Responsible	CA Priorities
	Progress, Update		

No substantive differences. Information is confidential, however, we see Mrs. K and Mrs. Franson provide alternative measures. For example, community service. Looking at loata to ensure there are no overlooked areas or targeted subgroups. It's a work in progress. We are currently looking for alternative measures and underlying causes. (90%, 100%)

F	Progress: 70	)%	Effectiven	ess:	71%		Handout No. 2
ystems						MF	PC-2023, Action
ngineers	Building	Enduring Education	on Systems		ww	w.ed	systems.net
Α	Action	<b>Pr:</b> 75%		Ef:	85%		
02.16: Implement a front of which allows for real-time as a coordination of in-hou and drills.	background cheo	cks for all visitors as	well	-	Date Date	<u>End</u>	CA Priorities
		Progress, Upd	ate				

No substantive differences. 3-19-24 was first Raptor drill! Drill alarm was noticed on both phones and iwatches. Training was unclear, many employees are still unable to use the app. Wifi dependent. Not all students and staff were entered into system. Further specific training and complete app use. (75%, 85%)

Action	Pr: 30%	<b>Ef:</b> 50%	
02.17: The Principal and Assistant Prin school uniform policy and communicate community. Free school uniforms will b economic need.	e decisions to parent	Date Beg Date End	CA Priorities
	Progress, Update		J

No substantive differences. Most students wear uniform tops. have many opportunities for parents to get clothing. Administration has begun doing uniform checks for compliance. Many students still wear sweats, tight leggings. Are the designated Wed's for participating students only and others are required to wear uniforms? - Unclear directions. (30%, 50%)

Action	<b>Pr:</b> 60%	Ef:	60%	
02.18: The Assistant Principal will build Something, Say Something" safety can campaign will include posters, assembl messaging.	npaign for the campus.This	<u>Date Beg</u> Party Respo	<u>Date End</u> nsible	<u>CA Priorities</u> <u>Category</u>
	Progress, Update			

No substantive differences. Implemented plan with box at front office. Assembly for upper grades +anonymous. Need assembly for lower grades. Could be implemented with posters, swat and on going basis for full implements. Needs more ongoing implementation. (60%, 60%)

	Progress: 70%	Effectiv	/eness:	71%	Handout No. 2
- Jucation ystems	-				MPC-2023, Action
ngineers	Building Enduring	Education Systems		ww	w.edsystems.net
Α	ction Pr: 80%	)	Ef:	80%	
03.01: Provide new and experienced teachers with high level coaching support on a weekly basis			<u>Beg</u>	<u>Date</u>	End <u>CA Priorities</u>
		Party	Respo	<u>nsible</u>	<u>Category</u>
	Prog	ress, Update			

No substantive differences. Progessional development, workshops, online feedback, coaching cycles, placed with mentors Time, checking in with admin for feedback more often (earlier), more parent community training. highly effective. (80%, 80%)

Action	<b>Pr:</b> 80%	Ef:	80%	
03.02: Provide teachers and instructio professional learning focused on instru all students, with particular attention to Education, SED, and GATE learners.	uctional strategies supporting DEnglish Learners, Special	<u>Date Beg</u> Party Respo	<u>Date End</u> nsible	<u>CA Priorities</u> <u>Category</u>
	Progress, Update			

No substantive differences. SELPA meetings monthly for SPED (BIP training\_. Science of readings. Math academic vocab training. Kim Sutton math trainings. Many resources but heed training is how to meet all needs. More strategies for GenEd working with Sped tier 3. Effective, we continue to find new needs. (80%, 80%)

	Action	Pr:	Ef	•	
protocols, and resou	rces for vertical ar andards, with incr	tional support staff with tim ticulation related to their eased emphasis on ELA	e, <u>Date Beg</u> <u>Party Resp</u>		<u>CA Priorities</u> <u>Category</u>
		Progress, Updat	e		

Not directly addressed yet Time (0%, 0%)

Folucation	Progress: 70	)%	Effectiveness	: 71%	Handout No. 2 MPC-2023, Action
ngineers	Building	Enduring Education	n Systems	ww	w.edsystems.net
Ą	Action	Pr: 30%	Ef:	30%	
03.04: The LEA, in collaboration with outside AVID experts, will facilitate WICR trainings to all instructional staff through a multi-year scaling up process for grades 2-6 classroom implementation			Date		
		Progress, Upda	Party Respo	<u>nsible</u>	<u>Category</u>

It happened a few years ago, but has faded out throughout the years. It was not implemented. I'm a TK teacher. Mr. Kaml's Arts teacher. New teachers have no WICR training. Not effective because no goal is being met. (30%, 30%)

Action P	Pr:	Ef:		
03.05: The LEA will provide all classified office staff with high quality training applicable to their work tasks to increase efficiency and		Date Beg	Date End	CA Priorities
confidence		Party Respon	sible	<u>Category</u>
	Progress, Update			
No classified knowledge in this group.	(0%, 0%)			

Action	Pr:	Ef:		
03.06: All staff will participate in customized workshops and trainings based on the LEA's organizational needs and ongoing data evaluation regarding equitable school-wide systems of educational delivery in order to remain a 'student centered" school		<u>Date Beg</u> <u>Party Respo</u>	<u>Date End</u> nsible	<u>CA Priorities</u> <u>Category</u>
	Progress, Update			

No substantive differences. These were successful although there were very few that we remember. Funding and Time. Raptor training was effective because communication was better, the math workshop was effective. (0%, 0%)

-	Progress: 70	1%	Effectiveness:	71%	Handout No. 2
Jucation				/ / / 0 -	MPC-2023, Action
ngineers	Building	Enduring Education	Systems	www	v.edsystems.net
A	ction	Pr:	Ef:		
03.07: The Maintenance te certification training	am will participa	ate in a 30 hour safety	Date Beg	<u>Date E</u>	nd <u>CA Priorities</u>
			Party Respon	<u>nsible</u>	<u>Category</u>
		Progress, Updat	e		
No knowledge in gro	up. (0%, 0%	)			

Action	Pr:	Ef:		
03.08: John Hattie training for all teachers to develop appropriately high, challenging expectations for scholars and to further determine what a year's growth for a year's input looks like.		<u>Date Beg</u> Party Respo	Date End	<u>CA Priorities</u> <u>Category</u>
	Progress, Update			
No substantive differences.	(0%, 0%)			

Action Pr:	Ef:		
03.09: Classroom teachers will be scheduled to visit different grade level classrooms to observe best peer practices. Collaborative feedback from visits will be shared during PD sessions.	Date Beg Party Respo	<u>Date End</u> nsible	CA Priorities
Progress, Update			
No substantive differences $(0\%, 0\%)$			

No substantive differences. (0%, 0%)

Goal 01: Provide high quality classroom instruction aligned to common core state standards, with academic intervention in place to eliminate barriers to academic success.

#### Actions

01.01: Common Assessments for Instruction and Intervention:

Identify common assessments across the LEA to analyze in order to inform instruction, monitor student progress, and to identify students needing further assessment or interventions.

01.02: Response to intervention staffing:

Provide all students identified for intervention with targeted strategies for support

01.04: Essential Enrichment Learning Programming:

The LEA will provide a variety of extended learning programs, including STEM, ARTS, and Outdoor Education to provide supplemental instruction and support to students and students with exceptional needs.

01.05: English Language Development (ELD) Support:

Provide translation support and access to community/school/district resources through bilingual staff. Monitor student data and instructional practices. Provide an ELD TOSA to coach teachers in the delivery of designated and integrated ELD and provide resources and support to classroom teachers for newcomers and Long Term English Learners (LTEL).

01.06: Extra Support for Foster/Homeless Students:

Bilingual front office person conducting daily outreach to EL and Hispanic community. Small Group and Individual Tutoring will be made available for at-risk foster and homeless youth. Scholarships to participate in enrichment activities will be made available to foster and homeless youth.

01.07: Extended learning days:

The LEA will offer after school, targeted math instruction for SED, EL, and SpEd scholars

01.08: Restructuring Instructional Time-On Site intervention:

Time is built into the school day for all teaches to meet 4x per week for at least 40 minutes. This time for Professional Learning Communities (PLCs) is spent discussing essential learning targets, student achievement data, teacher observations, best practices in instruction, and the use of intervention time to target instruction for our students in at-risk groups (English Learners, foster, homeless, low income, special education). The schools's Data team (administration, TOSAS, EL Coordinator, school psychologist and resource teacher) analyze student intervention data regularly with a prioritized focus on at risk students (English Learners, homeless, foster, low income, and students with special needs). Funds are also used to compensate TOSA positions, increased school psychologist time, and paraprofessional positions to support WINTIME.

01.09: Extended Learning Opportunities - Instructional Assistants in kindergarten:

Instructional assistants will be placed in full day TK and kindergarten classrooms to support academic and behavioral needs of students. Priority for support will be given to at risk students (English Learners, homeless, foster, and low income students).

#### 01.12: EL Instruction:

English language development teacher tutors and classroom teachers will provide support and instruction to students who are English learners through a variety of means, including: in class, through small group instruction, in one-on-one sessions, and through other instructional delivery styles. Each student's instruction will be organized around meeting their particular needs. \$\$\$\$ of this total is the required apportionment to improve or increase services to unduplicated pupils. The allocation of staff to serve exclusively this population, exceeds the requirements and will be fully spent at the end of each fiscal year.

01.14: Expansion to a Grade 7 and 8 instructional model:

Superintendent will work with parent community, staff, and governance board on preparing a Material revision package to its existing charter petition authorized by Lompoc Unified School District.

Goal 02: Create a safe, welcoming, and inclusive climate for all students and their families, where all students will achieve personal wellness through a supportive and engaging school environment that foster the whole child and creates health, happiness, and collaboration between our school and

#### Actions

#### 02.01: Chronic Absenteeism response:

The Principal, Assistant Principal, health assistant, front office clerk, and school registrar will analyze the causes and patterns of chronic absenteeism to establish consistent policy and practice; research and design strategies to reduce frequency; and communicate to families the importance of school attendance and its relationship to student success. Attendance progress and results will be reported quarterly to the Superintendent and Governance Board. Significant focus will be given to chronically absent Hispanic, Foster, and/or EL students. The MPCS Maintenance Team will continue to provide OSHA standard cleaning practices to the campus to curtail the spread of contagious viruses.

#### 02.02: Wellness and Social Emotional Programs and Supports:

The LEA will focus on counseling services, behavioral support services, and increased physical education services. These programs will provide activities focused on wellness and social emotional learning including resilience, self-management, social awareness, relationship skills, and physical body awareness and movement. Special focus will be placed on military dependents being welcomed, gaining access, and exited from school programs.

#### 02.03: SEL-Screener:

Utilize the DESSA screener to determine scholar social emotional needs

#### 02.04: Mental Health Services:

Maintain mental health services for scholars with licensed, school counselor position

#### 02.05: Partnership with SEL Vendors:

Continue and expand partnership with The Soul Shoppe in the areas of Peace Maker training anger management, bullying, and racial tolerance for students.

#### 02.06: Increase school psychologist role:

Creation of a full-time school psychologist role to assist SPED families with coordination of communitywide support services.

02.08: Emergency Medical Technician (EMT) and health assistant Stipends :

Maintaining state licensure in the areas of health and safety contribute to scholar and staff well-being

02.09: Parent Square Home/School Communication Platform:

Continue school/teacher/parent access to Parent Square

#### 02.10: Provide certificated PE teacher for TK-6 scholars:

Provide additional time for targeted instruction and Professional Learning Communities, especially for English Learners, foster youth, homeless youth, and low income students through the implementation of weekly physical education instruction with certificated physical education teacher in grades TK-6. Class sizes with youngest scholars (TK-2) will receive support from a PE Classified Instructional Assistant. Materials and equipment will be provided to support equal access to PE standards and programming. The PE program will have a social-emotional focus to target needs of at-risk students (English learners, foster, homeless, low-income).

#### 02.13: Parent outreach for EL, low income, military dependents:

All parents of students who are English language learners, and/or low income, and who are military dependents will be 1) invited to attend a quarterly parent-teacher conference, 2) will be invited to take part in a yearly comprehensive survey, and 3) will be made aware of the MTSS program with information about how their child might qualify for support through this program. Translation will be made available as needed.

#### 02.14: Suspension analysis and intervention:

Superintendent and Principal will analyze suspension data and facilitate interventions to students at-risk in order to reduce suspensions and maximize time in school for students who have been suspended.

Goal 03: All staff will engage in valuable, high quality professional learning that assists employees in meeting the LEA's overarching academic and social-emotional goals.

#### Actions

03.01: Instructional and TIPS coaching:

Provide new and experienced teachers with high level coaching support on a weekly basis

#### 03.02: Professional Consulting, Support Programs:

Provide teachers and instructional support staff access to professional learning focused on instructional strategies supporting all students, with particular attention to English Learners, Special Education, SED, and GATE learners. Professional consulting in the areas of English/Language Arts and Math will be available to teachers and administrators for support in focusing on students who are performing below standard. Renewed training in the area of effective small group learning instruction with paraprofessional support teams. Programs will be utilized to double and triple-dose students in need of additional instruction and practice. Instruction may also be provided during nonschool hours and during breaks in school. Providing strategies in supporting at-risk students including English Learners, foster youth, homeless youth, low income students will be the main focus. A secondary focus of the site will be in the further development of enrichment and 'growth' based learning opportunities for advanced scholars at every grade level.

#### 03.03: Vertical articulation:

Provide all teachers and instructional support staff with time, protocols, and resources for vertical articulation related to their content areas and standards, with increased emphasis on ELA alignments with writing skills.

#### 03.04: AVID Strategy building:

The LEA, in collaboration with outside AVID experts, will facilitate WICR trainings to all instructional staff through a multi-year scaling up process for grades 2-6 classroom implementation

#### 03.05: Microsoft Office Suite training:

The LEA will provide all classified office staff with high quality training applicable to their work tasks to increase efficiency and confidence

#### 03.06: Equity and Bias training:

All staff will participate in customized workshops and trainings based on the LEA's organizational needs and ongoing data evaluation regarding equitable school-wide systems of educational delivery in order to remain a 'student centered" school culture.

#### 03.07: CAL/OSHA training:

The Maintenance team will participate in a 30 hour safety certification training

03.08: Introduction and establishment of Collective Teacher Efficacy (CTE) belief system:

John Hattie training for all teachers to develop appropriately high, challenging expectations for scholars and to further determine what a year's growth for a year's input looks like.

#### 03.11: EL professional development:

Principal and EL Coordinator will provide and/or coordinate ongoing professional development to classroom teachers, instructional assistants, teacher tutors, and language specialists related to implementation of ELA/ELD standards in order to ensure the success of English learners.



On 1/24/2024 and 1/25/2024 Education Systems Engineers (ESE) along with staff from Manzanita Public Charter School (MPC) conducted LCAP stakeholders meetings with certificated staff, classified staff, students, and parent / community members. Stakeholders were asked to identify traits that they wanted MPC to help develop in their students. The stakeholders were divided into groups of four to six and given time to develop a list of eight traits of successful students. In addition to these traits the stakeholders were asked to list actions that the district could either continue or initiate that would help students develop these traits.

This report lists the traits and actions that stakeholders identified during these meetings. The report is laid out as follows:

Page 1: Cover Page.

Page 2: A list of the traits that stakeholders identified in rank order of most frequently cited.

Page 3: A list of the actions that stakeholders selected from the ESE list in rank order of most frequently cited.

Page 4: A list of the new actions that stakeholders identified that were not on the ESE list.



		Trait Count				Trait Percent				
SH Trait	All	Certificated	Classified	Parent	Student	All	Certificated	Classified	Parent	Student
01: Academically Proficient (Reading, Writing, Math)	16	7	5	2	2	11%	13%	13%	8%	8%
06: Critical Thinker (Analytical, Independent)	11	5	2	3	1	8%	9%	5%	13%	4%
08: Emotionally Healthy (compassionate /	11	6	2	2	1	8%	11%	5%	8%	4%
04: Communicators (Active listener, articulate	10	6	3	1	0	7%	11%	8%	4%	0%
13: Self-Aware (confident, focused, responsible)	10	2	4	3	1	7%	4%	10%	13%	4%
12: Problem Solvers	9	5	1	2	1	6%	9%	3%	8%	4%
14: Socially Responsible	9	2	4	2	1	6%	4%	10%	8%	4%
18: Self Disciplined	9	4	3	0	2	6%	7%	8%	0%	8%
21: Independent Learners	8	3	3	1	1	6%	5%	8%	4%	4%
09: Life-Long Learners	7	4	2	1	0	5%	7%	5%	4%	0%
10: Organized (time-management, note-taking, etc.)	7	1	2	1	3	5%	2%	5%	4%	13%
23: Resilient	7	4	3	0	0	5%	7%	8%	0%	0%
05: Creative	4	1	1	0	2	3%	2%	3%	0%	8%
11: Physically Healthy (healthy, physically fit)	4	1	0	0	3	3%	2%	0%	0%	13%
15: Technologically Proficient	4	3	1	0	0	3%	5%	3%	0%	0%
02: College / Career Ready	3	1	0	1	1	2%	2%	0%	4%	4%
03: Collaborators	3	1	0	1	1	2%	2%	0%	4%	4%
07: Effective Leaders	3	0	1	1	1	2%	0%	3%	4%	4%
22: Sociable	3	0	2	0	1	2%	0%	5%	0%	4%
24: Productive	2	0	0	1	1	1%	0%	0%	4%	4%
17: Bi-lingual	1	0	0	1	0	1%	0%	0%	4%	0%
19: Financially Literate	1	0	0	1	0	1%	0%	0%	4%	0%
20: Artistically Proficient	1	0	0	0	1	1%	0%	0%	0%	4%
25: Inclusive	1	0	1	0	0	1%	0%	3%	0%	0%
16: Proficient in English	0	0	0	0	0	0%	0%	0%	0%	0%
	144	56	40	24	24					





	Action Count						Action %				
SH Action	AII	Certificated	Classified	Parent	Student	AII	Certificated	Classified	Parent	Student	
16: Teach organization and responsibility through	11	2	4	2	3	5%	4%	9%	7%	9%	
17: Increase the academic rigor.	8	3	1	2	2	3%	7%	2%	7%	6%	
14: Provide planners to all students.	8	2	5	1	1	3%	4%	11%	3%	3%	
27: Provide class buddies.	7	0	4	1	3	3%	0%	9%	3%	9%	
25: Implement/continue Wellness Wednesdays	6	2	3	0	1	3%	4%	7%	0%	3%	
23: Provide tutoring after school.	6	1	2	1	2	3%	2%	4%	3%	6%	
40: Provide more opportunities for community service	6	4	1	1	0	3%	9%	2%	3%	0%	
18: Implement/continue learning lab, intervention,	5	2	2	2	0	2%	4%	4%	7%	0%	
21: Provide homework club opportunities.	5	0	2	1	2	2%	0%	4%	3%	6%	
11: Implement/continue a kindness program.	4	1	1	1	2	2%	2%	2%	3%	6%	
13: Increase support for music and art programs.	4	1	0	1	3	2%	2%	0%	3%	9%	
59: Provide increased family support though the	4	1	1	0	2	2%	2%	2%	0%	6%	
26: Provide financial literacy instruction.	4	1	1	3	0	2%	2%	2%	10%	0%	
37: Implement/continue a debate team.	3	2	0	1	0	1%	4%	0%	3%	0%	
20: Implement/continue Ambassadors / student	3	0	3	1	0	1%	0%	7%	3%	0%	
12: Implement/continue implementing AVID	3	1	0	1	1	1%	2%	0%	3%	3%	
42: Increase P.E. time.	3	1	0	1	1	1%	2%	0%	3%	3%	
44: Initiate/continue book clubs, book talks.	3	0	1	1	1	1%	0%	2%	3%	3%	
10: Provide PD to teachers to on facilitating critical	3	4	0	1	0	1%	9%	0%	3%	0%	
22: Provide professional guest speakers.	3	2	0	1	0	1%	4%	0%	3%	0%	
29: Provide instruction on responsible technology	3	2	1	0	0	1%	4%	2%	0%	0%	
39: Increase the use of technology in instruction by	3	3	0	0	0	1%	7%	0%	0%	0%	
33: Expand the number of extra curricular activities.	2	1	1	0	0	1%	2%	2%	0%	0%	
51: Implement/continue MTSS	2	0	0	2	0	1%	0%	0%	7%	0%	





	Action Count						Action %				
SH Action	AII	Certificated	Classified	Parent	Student	AII	Certificated	Classified	Parent	Student	
41: Increase collaboration with parents.	2	1	1	0	0	1%	2%	2%	0%	0%	
63: Increase EL support ( ELPAC bootcamp,	2	0	1	1	0	1%	0%	2%	3%	0%	
49: Provide instruction on internet research.	2	0	2	0	0	1%	0%	4%	0%	0%	
43: Provide more CTE ( welding, building, medical,	2	1	0	1	0	1%	2%	0%	3%	0%	
60: Provide more and better food options in the	2	1	0	0	1	1%	2%	0%	0%	3%	
15: Take field trips to colleges.	2	0	0	1	1	1%	0%	0%	3%	3%	
64: Increase the number of books in the library	2	0	1	0	1	1%	0%	2%	0%	3%	
48: Provide ethics instruction to students.	2	2	0	0	0	1%	4%	0%	0%	0%	
36: Provide/increase access to a counselor.	2	0	2	0	0	1%	0%	4%	0%	0%	
56: Begin school at a later time.	1	0	0	0	1	0%	0%	0%	0%	3%	
34: Implement/continue support for Cornell note	1	0	0	0	1	0%	0%	0%	0%	3%	
24: Implement/continue the bilingual program.	1	0	1	0	0	0%	0%	2%	0%	0%	
19: Implement/continue with STEAM	1	1	0	0	0	0%	2%	0%	0%	0%	
52: Improve the variety and nutrition of school	1	0	0	0	1	0%	0%	0%	0%	3%	
28: Increase after school activities.	1	0	0	0	1	0%	0%	0%	0%	3%	
31: Provide a school psychologist.	1	0	1	0	0	0%	0%	2%	0%	0%	
45: Provide increased access to technology	1	1	0	0	0	0%	2%	0%	0%	0%	
46: Provide keyboarding instruction to increase typing	1	0	1	0	0	0%	0%	2%	0%	0%	
32: Provide more elective classes.	1	1	0	0	0	0%	2%	0%	0%	0%	
50: Continue to support P.E.	1	0	0	0	1	0%	0%	0%	0%	3%	
30:	1	1	0	0	0	0%	2%	0%	0%	0%	
47: Implement a computer programming course.	1	0	1	0	0	0%	0%	2%	0%	0%	
54: Promote dual enrollment with local colleges.	1	0	0	0	1	0%	0%	0%	0%	3%	



	Action Count						Action %				
SH Action	AII	Certificated	Classified	Parent	Student	AII	Certificated	Classified	Parent	Student	
58: Establish grading system to reward progress and	1	1	0	0	0	0%	2%	0%	0%	0%	
77: Implement/continue an art program.	1	0	1	0	0	0%	0%	2%	0%	0%	
	238	46	45	29	33						

#### Certificated:

## <u>Traits:</u>

- 13% 01 Academically Proficient (Reading, Writing, Math)
- 11% 04 Communicators (Active listener, articulate speaker)
- 11% 08 Emotionally Healthy (compassionate / empathetic)
- 09% 06 Critical Thinker (Analytical, Independent)
- 09% 12 Problem Solvers

#### Actions:

- 09% 40 Provide more opportunities for community service projects.
- 09% 10 Provide PD to teachers to on facilitating critical thinking skills.
- 07% 39 Increase the use of technology in instruction by both staff and students.
- 07% 17 Increase the academic rigor.
- 04% 48 Provide ethics instruction to students.

#### Classified:

#### <u>Traits:</u>

- 13% 01 Academically Proficient (Reading, Writing, Math)
- 10% 13 Self-Aware (confident, focused, responsible)
- 10% 14 Socially Responsible
- 08% 04 Communicators (Active listener, articulate speaker)
- 08% 18 Self Disciplined

#### Actions:

- 11% 14 Provide planners to all students.
- 09% 27 Provide class buddies.
- 09% 16 Teach organization and responsibility through senior portfolio, community service projects, interactive notebooks, etc.
- 07% 25 Implement/continue Wellness Wednesdays
- 07% 20 Implement/continue Ambassadors / student mentors.

## Parent / Community:

#### <u>Traits:</u>

- 13% 06 Critical Thinker (Analytical, Independent)
- 13% 13 Self-Aware (confident, focused, responsible)
- 08% 01 Academically Proficient (Reading, Writing, Math)
- 08% 08 Emotionally Healthy (compassionate / empathetic)
- 08% 12 Problem Solvers

#### Actions:

- 10% 26 Provide financial literacy instruction.
- 07% 51 Implement/continue MTSS
- 07% 18 Implement/continue learning lab, intervention, differentiation, WIN time.
- 07% 17 Increase the academic rigor.

07% - 16 - Teach organization and responsibility through senior portfolio, community service projects, interactive notebooks, etc.

## Student:

<u>Traits:</u>

- 13% 10 Organized (time-management, note-taking, etc.)
- 13% 11 Physically Healthy (healthy, physically fit)
- 08% 01 Academically Proficient (Reading, Writing, Math)
- 08% 05 Creative

08% - 18 - Self Disciplined

## Actions:

09% - 27 - Provide class buddies.

09% - 16 - Teach organization and responsibility through senior portfolio, community service projects, interactive notebooks, etc.

## SH Action

Reevaluate Tier 1 instruction (curriculum, instructional strategies, support)
Continue win time/ Tier 2 intervention +support
Increase access and opportunities to interact with professional / community resources - interest based
Develop and implement school wide expectations for active listening
Scholar led conferences
Wintime - intervention, differentiation
Continue with Arts/ Enrichments - P.E., STEAM, Outdoor class, Art
Continue WIN time
Provide more project-based learning
Continue enrichment classes
Project-based learning
More small groups in class - Not just WIN time
Implement systems to promote consistency and accountability in their organization
Grade Level consistency
Promote a school culture of self discipline
More SEL based around self discipline. Small groups.
Teach the benefits of failure and dealing with it correctly
Teaching their strengths
Provide access to a physical library
Continue Win time
Math intervention Bootcamp
Real life applications through experiences
Designate an SEL employee
Setting academic goals
Continue W.I.N. time
Continue with peacemakers & imessage
Continue with peace walk, peace makes, and imessege

#### SH Action

continue with specials

Continue what we are doing: Extracurriculars, recess time
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Continue wintime /	Math	bootcamp
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All positions

New Coachable sports

Teach time management 101 - course

Rule of four

Behavior management support

Peace Keepers



# Item Scheduled for Action/Consideration Attachment

Item Title: 2024-25 Student Transportation Contract

## **BID** Agents:

Student Transportation Services of America (STA)

Coastal Pacific Transportation (CPT)

American Star Tours (AST)

## Background:

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

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

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

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

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

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

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

Resource Person: Suzanne Nicastro

## TRANSPORTATION SERVICES AGREEMENT

## Between

## SANTA BARBARA TRANSPORTATION CORP DBA STUDENT TRANSPORTATION OF AMERICA

## And

## MANZANITA PUBLIC CHARTER SCHOOL

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

The undersigned Parties hereby agree as follows:

## 1. Scope of Agreement:

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

## 2. Term of Agreement:

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

## 3. <u>Cancellation:</u>

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

## 4. Assignment:

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

## 5. <u>Compensation</u>:

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

#### July 1, 2024 through June 30, 2025

82 passenger bus – 4 hour rate\$635.04 per bus per day82 passenger bus – 6 hour rate\$808.18 per bus per day82 passenger bus – 6 hour rate\$808.18 per bus per dayExcess Route hours\$ 86.57 per hourLate Bus RoutesIncluded in the 6 hour route bus rateExtracurricular Trip non-conflict\$108.96 per hourExtracurricular Trip prime rate\$600.00 for the first 4 hoursExtracurricular Trip prime rate excess hours\$100.00 per hour after the first four

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

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

## 6. Invoicing and Payments

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

## 7. <u>Contractor Not Responsible:</u>

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

## 8. Independent Contractor:

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

## 9. Equipment Requirements:

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

## 10. Indemnification:

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

(a) bodily injury, death of any person, or damage to real or tangible personal property resulting from the willful, fraudulent, or grossly negligent acts or omissions of Contractor or Contractor's employees; and

(b) Contractor's breach of any representation, warranty, or obligation of Contractor set forth in this Agreement.

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

(a) bodily injury, death of any person, or damage to real or tangible personal property resulting from the willful, fraudulent, or grossly negligent acts or omissions of Customer; and

(b) Customer's material breach of any representation, warranty, or obligation of Customer set forth in this Agreement.

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

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

## 11. Insurance:

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

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

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

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

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

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

#### Other provisions or requirements

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

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

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

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

## 12. Breach by Customer:

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

## 13. Driver Requirements:

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

## 14. Confidential Information.

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

## 15. Notices:

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

## For Contactor:

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

## For Customer:

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

#### 16. Compliance with Laws:

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

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

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

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

## 17. Miscellaneous

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

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

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

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

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

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

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

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

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

CONTRACTOR

CUSTOMER:

SANTA BARBARA TRANSPORTATION CORP dba STUDENT TRANSPORTATION OF AMERICA MANZANITA PUBLIC CHARTER SCHOOL

By:

James Lasky

By:\_\_\_\_\_

Suzanne Nicastro

Title: Director of Business Development

Title: Superintendent/Principal

Date:

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